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Joint Application of  
SCANDINAVIAN AIRLINES SYSTEM  
and  
ICELANDAIR  
under 49 U.S.C. 41308 and 41309 for  
approval and antitrust immunity  
for Cooperation Agreement

Scandinavian Airlines System ("SAS" or "SK") and Flugleidir H.F. -Icelandair ("Icelandair" or "FI"), and their respective affiliates, hereby apply, under 49 U.S.C. 41308 and 41309, for approval of and antitrust immunity for the agreement between the applicants referred to herein as the "Cooperation Agreement."<sup>1/</sup> SAS and Icelandair request that antitrust immunity for their actions under the Cooperation Agreement be made effective no later than October 1, 2000, and remain in effect for a period of no less than five years.

Since November, 1999, SAS and Icelandair have been code-sharing on their transatlantic and intra-Europe operations in ways set out in the Code-Share Agreement approved by the

<sup>1/</sup> A copy of the Cooperation Agreement is attached as Exhibit JA-1.



Department? SAS code-shares on certain U.S.-Reykjavik and Reykjavik-Scandinavia flights operated by Icelandair for the carriage of SAS passengers from the U.S. to the three Scandinavian capitals (Oslo, Stockholm and Copenhagen); Icelandair code-shares on certain Scandinavia-Reykjavik and Scandinavia-Europe flights operated by SAS. The parties also participate in each other's frequent flyer programs.

There is virtually no overlap in the U.S. gateways served by SAS and Icelandair. SAS provides U.S. service from Newark, Chicago and Seattle. Icelandair, on the other hand, provides U.S. service from Boston, Baltimore, Minneapolis, Orlando and JFK. Exhibits JA-2 to JA-4.

Through their Cooperation Agreement, SAS and Icelandair intend to broaden and deepen their transatlantic cooperation in order to improve the efficiency of their coordinated services, expand the benefits available to the traveling public, and enhance their ability to compete in the marketplace. Although SAS and Icelandair will continue to be independent companies, the objective of their Cooperation Agreement is to enable the companies to plan and coordinate service over their respective transatlantic and European route networks as if there had been an operational merger between the two firms?

Approval of, and antitrust immunity for, the Cooperation Agreement is supported by the many commercial benefits and efficiencies that will flow from implementation of the Agreement

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<sup>2/</sup> See Notice of Action Taken dated November 12, 1999, Docket OST-99-63 17.

<sup>3/</sup> The Department has previously granted antitrust immunity to a coordination agreement among SAS, Lufthansa German Airlines ("Lufthansa") and United Air Lines ("United"). See Order 96-1 1-1. Icelandair does not plan to join that 3-carrier immunized group, nor do SAS and Icelandair plan to coordinate the services subject to this application with Lufthansa and United.

and is entirely consistent with the Federal Transportation Code and Department of Transportation (“Department”) precedent. Approval of, and antitrust immunity for, the Cooperation Agreement is, moreover, supported by considerations of U.S. international aviation policy.

The Cooperation Agreement will enable SAS and Icelandair to offer an enhanced product to consumers in the U.S.-Iceland/Scandinavia and beyond markets while increasing competition in the transatlantic marketplace. It will permit the carriers to open new U.S.-Iceland/Scandinavia routes, to increase significantly the integration of their route networks, and thereby to enhance the efficiency of their operations and facilitate seamless transportation service to the public. As a result, the carriers will be able to expand the network synergies achieved, producing enhanced on-line connections, service improvements and lower prices.

Among the more significant economies the parties expect to achieve are:

- **Service Improvements.** A more efficient allocation of resources and an expansion of their joint services by optimizing the use of aircraft capacity, terminal and ground facilities through coordinated schedules, improved interline services and expanded code sharing. This coordination will allow SAS and Icelandair to:
  - increase nonstop and connecting services in existing markets served by the SAS/Icelandair code-share flights;
  - provide customers a seamless transportation system that is superior to a system based primarily on code sharing; and

- expand the joint SAS/Icelandair network by increasing each airline's access to beyond-gateway points, thereby increasing traffic over transatlantic city pairs.
- **Lower Fares.** The ability to offer lower joint fares and deeper discounts through pricing integration on cooperative services, including yield management and revenue allocation if feasible.
- **Better Aircraft Utilization.** More efficient utilization and better allocation of the two carriers' combined aircraft resources.
- **Service Consistency.** A better ability to deliver a consistent and cost-effective on-line product through equal or comparable service standards.
- **Marketing Efficiencies.** A reduction in advertising and sales costs — with a concomitant expansion of consumer awareness of the services the parties offer jointly — through harmonization of sales and marketing activities.

SAS and Icelandair could achieve these same efficiencies by entering into a merger or corporate joint venture to operate U.S.-Europe service that would clearly pass muster under U.S. and EU competition laws.<sup>4/</sup> However, national ownership laws and bilateral aviation agreements with third countries make such a merger an impossibility today. SAS and Icelandair must therefore seek to achieve these efficiencies and economies of scale through contractual agreement.

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<sup>4/</sup> Other than as code share partners, SAS today operates no Boston, Baltimore/Washington, Orlando or Minneapolis-Scandinavia flights, and Icelandair operates no Chicago, Seattle or Newark-Scandinavia flights. As a result, there are no city-pair routes on which SAS and Icelandair compete with each other. See Exhibit JA-4. For further discussion, see Section III.B.2.c, infra.

Implementation of the Cooperation Agreement without antitrust immunity would expose SAS and Icelandair to unacceptable risks of costly and distracting private antitrust suits by competitors and others. The threat or occurrence of private antitrust litigation, even if ultimately successfully defended on the merits, serves to discourage aggressive, innovative action in the marketplace by parties to a lawful joint venture. Removal of this threat, through grant of U.S. antitrust immunity, is regarded by the carriers as an essential condition precedent to implementation of the expansion of their coordinated activities under the Agreement.

A grant of antitrust immunity also promises to advance United States central international aviation policy — the liberalization of the market for international air transportation. The U.S. has already entered into “Open Skies” agreements with the governments of Denmark, Norway, Sweden and Iceland. When taken in conjunction with the similar agreements signed with other European countries (most recently with Portugal and Italy), the Department now has in place a critical mass of liberal agreements that provide U.S. carriers open access to much of the U.S. - Europe market.’

An important — and clearly intended — effect of these agreements is to enable all the participating carriers from Open Skies countries to achieve efficiencies and service improvements by entering into code-share and other cooperative agreements, and many such agreements have already been consummated. As with the United States, the objectives of the Scandinavian and Icelandic authorities in entering into these Open Skies bilateral agreements was to enable their

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<sup>5/</sup> The major European exceptions to Open Skies accords are the United Kingdom, Greece, Spain and Ireland.

national airlines to expand pursuant to cooperative agreements not only with U.S. carriers, but also with other foreign carriers, and such expansion has already begun to occur. See Order 96-1 1-1 (SAS/Lufthansa alliance); Order 96-5-26 (Delta/Swissair/SABENA/Austrian alliance); Order 99-12-5 (KLM/Alitalia alliance). Accordingly, approval of and a grant of antitrust immunity for the Cooperation Agreement will, as it has with other recent alliances, help further the United States' overall international aviation policy by encouraging other nations to enter into Open Skies agreements with the United States to further their carriers' commercial arrangements, whether with U.S. carriers or with other international airlines.

## **II. THE COOPERATION AGREEMENT BETWEEN SAS AND ICELANDAIR WILL BROADEN AND DEEPEN THEIR COMMERCIAL COOPERATION**

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As noted above, pursuant to the November, 1999 Code Share Agreement, SAS places its code on selected transatlantic flights Icelandair operates between Boston, Baltimore/Washington and Minneapolis, and points in Scandinavia via Reykjavik, and Icelandair can place its code on flights SAS operates between Chicago, Seattle and Newark, and selected points in Scandinavia. Exhibits JA-4 and JA-5.

The SAS/Icelandair code share services are fully consistent with the U.S. International Air Transportation Policy Statement (April 1995)("Policy Statement"), wherein the Department concluded that such code sharing was a valuable mechanism which allows carriers to expand their global networks without committing their own equipment to new, developmental markets. Policy Statement at 4.

The Cooperation Agreement provides a contractual framework for significantly broadening and deepening the commercial cooperation that currently exists between SAS and Icelandair, permitting the two airlines to operate, effectively, as a single firm. Exhibit JA-1. The essential elements of the Cooperation Agreement include:

1. **Harmonization of Service Standards.** The carriers believe there are substantial benefits to be gained by providing common services of a consistently high standard throughout their networks, and to this end agree to reciprocally provide each other's passengers with services on equal terms as those provided to their own passengers.
2. **Schedule Coordination.** The carriers agree to coordinate the schedules of their respective airline networks, thereby improving existing services on code-share routes and minimizing passenger waiting time for connections and services throughout their combined networks.
3. **Code Sharing.** The carriers will continue their code share operations, and also develop automated procedures to provide each other with seat inventory information, thereby allowing each airline to more easily sell seats on the other.
4. **Fare Coordination.** The carriers will jointly calculate and prorate fares for air transportation on code share flights and throughout their networks, with yield management and revenue allocation if feasible.

5. **Harmonization of Marketing and Sales.** The carriers will harmonize their marketing activities in their respective individual markets in order to stress and promote the service benefits of the alliance as a whole, and develop plans for joint advertising and joint agent and customer sales programs.
6. **Frequent Flyer Programs.** Icelandair passengers will be allowed to participate in the SAS Eurobonus frequent flyer program, and SAS passengers will be allowed to participate in Icelandair's Saga frequent flyer program.
7. **Station and Ground Handling Services.** SAS will provide ground handling service to Icelandair for all scheduled international code-shared flights where feasible. In addition, passengers on either carrier will be allowed to use the passenger lounges of either carrier on all code-share flights, as well as on certain other flights.
8. **Cargo Services.** The carriers intend to jointly explore ways to increase efficiency and service in their respective cargo operations.

This contractual framework will significantly broaden and deepen the commercial cooperation that currently exists between SAS and Icelandair, and will permit the two airlines to operate, effectively, as an integrated joint venture. As noted above, however, it is a condition precedent of the Cooperation Agreement that the parties be immunized from liability under the antitrust laws pursuant to 49 U.S.C. 4 1308 and 4 1309 for all activities provided for in that

Agreement. SAS and Icelandair will only begin the process of implementing the Cooperation Agreement upon the grant of such immunity.

**III. THE COOPERATION AGREEMENT SHOULD BE APPROVED UNDER 49 U.S.C. 41309 AND ANTITRUST IMMUNITY SHOULD BE ACCORDED UNDER 49 U.S.C. 41308**

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**A. The Grant of the Joint Application Will Provide Important Public Benefits Not Otherwise Available**

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The Cooperation Agreement is intended to enable the carriers to develop an integrated transatlantic route network built upon a multiple hub system. Since deregulation, a majority of U.S. airlines have reorganized their route systems in order to respond better to consumer demand for an efficient, on-line, seamless transportation product, reduce costs, and provide lower-priced service. U.S. carriers have thereby been able to achieve internally significant economies of scale and to pass those economies on to consumers in the form of lower prices and improved service. Policy Statement at 3.

U.S. airlines have been successful in extending the advantages of this model to the international marketplace, and now SAS and Icelandair seek to do the same thing to their transatlantic markets. In so doing, they must overcome regulatory and commercial restraints that effectively preclude any one airline from setting up a broad-based international route network. The ownership and nationality limitations imposed in civil aviation agreements, the prescriptions on cabotage sanctioned by the Chicago Convention, and the foreign investment laws widely in force around the world prevent the effective use of mergers, corporate joint ventures or acquisitions to build global networks, and de novo creation of a global network would require an investment in equipment, rights and promotion that is prohibitive.



While code sharing allows for a modicum of cooperation, code sharing by itself is wholly insufficient to fully capture the efficiencies and consumer benefits potentially available from a fully integrated network. As clearly shown by the description in Section II above of the applicants' plans for the development of their joint system, the creation of a true transatlantic network requires forms of business integration that go far beyond mere code sharing.

In the air transport industry, alliances between international airlines have become key ingredients in building such networks. The November, 1999 Code-Share Agreement marked the beginning for SAS and Icelandair of their joint development of the type of network that is essential to respond to the demands of consumers for improved service in the transatlantic marketplace. While code sharing is a necessary component of a global network, it alone cannot guarantee integrated worldwide service at a consistently high quality. Such service requires much more creative integration and development of new services and is the goal of the Cooperation Agreement.

**B. Approval of the Cooperation Agreement and Grant of Antitrust Immunity Are Consistent With the Transportation Code**

Section 41309(a) of the recodified Transportation Code provides that an agreement "between the air carrier or foreign air carrier . . . and another air carrier, [or] foreign air carrier . . ." may be filed with the Department for approval, and Section 41309(b) provides that the Department "shall approve an agreement [referred to in subsection (a)] . . . when the Secretary finds it is not adverse to the public interest and is not in violation of this part."<sup>6/</sup> Approval of the

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<sup>6/</sup> The Code further provides that the Department shall disapprove an agreement that "substantially reduces or eliminates competition unless the Secretary finds that . . . the agreement .

SAS/Icelandair Cooperation Agreement is authorized under Section 41309, and such approval will lead to increased service, enhanced competition, and other significant consumer benefits, including furthering the objectives of U.S. international aviation policy. Therefore, under the standard set forth in Section 41309(b), there can be no question but that the SAS/Icelandair agreement should be approved.

Under 49 U.S.C. 41308, the Department is authorized to grant an exemption from the antitrust laws to permit persons to proceed with agreements approved under Section 41309 when the Department finds that such an exemption is required by the public interest. The Department's established policy is to grant antitrust immunity to agreements that it finds will not substantially reduce or eliminate competition, if it concludes that antitrust immunity is required in the public interest and the parties will not proceed with the transaction absent antitrust immunity. See Order 99-11-20 at 7, 15; Order 96-11-1 at 11, 18; Order 96-5-26 at 28; Order 96-5-12 at 16, 26; Order 92-11-27 at 18; Order 83-11-11 at 11. The central inquiry is whether "the overall net effect of . . . [the] transaction . . . is pro-competitive and pro-consumer. "<sup>7/</sup>

**1. Grant of Antitrust Immunity for the Cooperation Agreement is Consistent with the Public Interest and Department Precedent**

Granting antitrust immunity to the SAS/Icelandair alliance is in the public interest. As

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is necessary to meet a serious transportation need or to achieve important public benefits (including international comity and foreign policy considerations)[,] and . . . the transportation need . . . or . . . benefits cannot be achieved by reasonably available alternatives that are materially less anticompetitive . . . ." 49 U.S.C. 41309(b)(1)(A) and (B).

<sup>7/</sup> Statement of former DOT Secretary Federico Peña before the Senate Commerce Committee on July 11, 1995 (hereinafter "Congressional Statement") at 13-14.

explained above, the Cooperation Agreement will enable SAS and Icelandair to expand the synergies available from linking their route networks, increase the availability of seamless, on-line services through network-to-network combinations, achieve economies of scale, lower prices, and increase competition. These benefits will produce lower costs and enable SAS and Icelandair to serve numerous city-pairs more efficiently and compete more effectively against other carrier networks and carriers operating transatlantic services, thereby providing the public with increased service options at lower prices. Moreover, as discussed in Section III.C., infra, granting antitrust immunity to the Cooperation Agreement is fully consistent with and would enhance the United States' international aviation goals.

The objectives of the Cooperation Agreement — and the potential benefits to the traveling public that will flow from that Agreement — are the same as those of several other alliances that the Department has approved and immunized:

- **Alitalia/KLM/Northwest**: “We have granted immunity to several alliances[;][o]ur initial examination of the effects of our actions indicates that immunized international airline alliances are, in general, pro-competitive and pro-consumer, and that antitrust immunity has contributed to this result by providing the parties with an opportunity for enhanced coordination that would not occur without immunity.” Order 99-11-20 at 14.
- **United/Lufthansa&AS**: approval and grant of antitrust immunity will “maximize fully the various pro-competitive and pro-consumer benefits associated with integrated alliances that we foresaw resulting from the fundamental liberalization of air services fostered by an open aviation accord.” Order 96-1 1-1 at 10.
- **Delta/Swissair/SABENA/Austrian**: alliance will benefit consumers by “enabl[ing] the . . . airlines to operate more efficiently, and to provide integrated service in many more markets than either . . . could serve individually. ” Order 96-5-26 at 2.

- **United/Lufthansa:** granting antitrust immunity to the alliance will “permit the two airlines to operate more efficiently, provide better service to the U.S. traveling and shipping public, and allow [the participants] to compete more effectively with other global alliances[;] [t]his is consistent with our policy of facilitating competition among emerging multinational airline networks, where those networks will lead to lower costs and enhanced service for U. S. and international consumers.” Order 96-5-12 at 2.
- **KLM/Northwest:** granting antitrust immunity to the alliance will provide efficiencies and “should promote competition by furthering our efforts to obtain less restrictive aviation agreements with other European countries.” Order 93-1-11 at 11-12.

Given the similarity of benefits and efficiencies of the proposed SAS/Icelandair alliance and the alliances noted above, a similar result (i.e., approval of and grant of antitrust immunity for the Cooperation Agreement) is compelled in this instance.

2. **Implementation of the Cooperation Agreement Will Not Substantially Reduce or Eliminate Competition in Air Services**

In deciding whether an agreement will substantially reduce or eliminate competition, the Department’s practice is to employ the same standards used to determine whether a transaction would violate the antitrust laws. In approving the KIM/Northwest, United/Lufthansa, Delta/Swissair/SABENA/Austrian, United/Lufthansa&AS, and Alitalia/KLM/Northwest alliances, the Department found that, because the agreements involved in each instance were intended to permit the carriers’ operations to be integrated as if they were a single firm, the competitive effects of the agreements were equivalent to a merger and should be assessed using the standards of Section 7 of the Clayton Act!’ Given the similarity of the Cooperation Agreement to the

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<sup>8/</sup> See Order 92-11-27 at 13; Order 96-5-12 at 16-17; Order 96-5-26 at 18-19; Order 96-11-1 at 12-13; Order 99-11-20 at 9-10.

agreements at issue in the aforementioned alliances, that same standard should be applied in this instance.

In determining the likely competitive effects of the recent Alitalia/KLM/Northwest agreement, the Department concluded that there were three relevant markets to be examined: the U. S.-Europe market, the U. S.-Italy market, and various city pair markets. Order 99- 11-20 at 10-13. Similar markets were examined for the other alliances noted above. Moreover, in reviewing the United/Lufthansa and Delta/Swissair/SABENA/Austrian alliances, the Department also looked at global competition among alliances generally.<sup>9</sup> Accordingly, the following discussion analyzes the comparable markets implicated by the SAS/Icelandair Cooperation Agreement.

**a. There Will Not Be a Substantial Reduction in Competition in Air Services Between the U.S. and Europe**

Most U.S. and European carriers providing U.S.-Europe service have a hub at one end of most of their transatlantic routes and are able to support their transatlantic service with code-sharing relationships at the other end. As such, virtually every transatlantic city pair in which on-

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<sup>9</sup> See, e.g., Order 92-11-27 at 14 (for the Northwest/KIM alliance, the Department examined the U. S.-Europe market, the U. S.-Netherlands market, and the Detroit- and Minneapolis/St. Paul-Amsterdam markets); Order 96-5-12 at 21-24 (for the United/Lufthansa alliance, the Department examined the U. S.-Europe market, the U. S.-Germany market, and various city pair markets); Order 96-5-26 at 22-25 (for the Delta/Swissair/SABENA/Austrian alliance, the Department examined the U.S.-Europe market, the U.S.-Austria, Belgium and Switzerland markets, and various city pair markets); Order 96- 11- 1 at 13-16 (for the United/SAS alliance, the Department examined the U. S.-Europe market, the U. S.-Denmark, Norway and Sweden (“Scandinavian”) market, and various city pair markets).

<sup>10</sup> Order 96-5-12 at 17-19; Order 96-5-26 at 19-20.

line service is available is served by numerous carriers and carrier alliances with non-stop, one-stop or on-line connecting service.

Both SAS and Icelandair have very modest shares of currently available transatlantic capacity. Based on schedules published for the year ended March 31, 1999, SAS has a 2.1% share of transatlantic departures and Icelandair a 1.4% share. See Exhibit JA-12. Measured by available seats, the carriers' respective shares are 1.5% and 1.0%. Exhibit JA-13. SAS/Icelandair combined would have a smaller market share, based on non-stop departures or available seats, than such medium-sized airlines as Virgin, Continental, Air France and Swissair, and a slightly larger share than USAirways. Certainly, the increase in market share that would result from a combination of SAS and Icelandair would not give the carriers the ability to raise prices or restrict output for air services between the United States and Europe.<sup>41</sup>

Under the Merger Guidelines used by the Department of Justice ("DOJ") and the Federal Trade Commission ("FTC"), and, most importantly for instant purposes, the Department in its analysis of the KLM/Northwest, United/Lufthansa, Delta/Swissair/SABENA/Austrian, United/Lufthansa/SAS, and Alitalia/KLM/Northwest alliances, the Hirfindahl-Hirschman Index ("HHI") for the current U.S.-Europe market is 1,013 based on departures and 1,015 based on seats. Exhibit JA-12, JA-13. After implementation of an SAS/Icelandair operational merger and

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<sup>41</sup> The U.S.-Europe market shares even when SAS is combined with its immunized alliance partners, United and Lufthansa, are not significant. In terms of departures, the SAS/Lufthansa/United market share is 16.5%, and 17.9% with inclusion of Icelandair. In terms of seats, the SAS/Lufthansa/United market share is 16.7%, and 17.7% when Icelandair is included. See Exhibits JA-12 and JA-13.

treating SAS/Lufthansa/United/Icelandair as a single entity for purposes of the HHI analysis,<sup>12/</sup> the HHI would be 1,058 based on departures and 1,048 based on seats. The change in HHI is 45 and 32 points, respectively. Id.

Under the Merger Guidelines, a market with an HHI below 1,000 is generally considered to be **unconcentrated**. In such a market, the Guidelines provide that a merger is unlikely to have adverse competitive effects. Guidelines, Section 1.51; see Order 92- 1 1-27 at 15, Order 96-1-12 at 21. A market with an HHI between 1,000 and 1,800 is considered to be moderately concentrated. Guidelines, Section 1.51; Order 96- 1 1- 1 at 14, n. 35; Order 99- 1 1-20 at 11, n. 27. In such a market, neither the DOJ, the FTC, nor the Department will usually challenge a proposed merger unless the increase in the HHI caused by the merger exceeds 100 points. Guidelines, Section 1.51; Order 96-1 1-1 at 14, n. 36; Order 99-1 1-20 at 11, n. 28. In this case, the change in HHI is only 32 to 45 points. Given this small change in HHI, the obvious efficiencies and competitive benefits that would flow from implementation of the SAS/Icelandair Cooperation Agreement should be welcomed, not challenged.

**b.      There Will Not Be a Substantial Reduction in Competition in  
Air Services Between the U.S. and Scandinavia**

In approving the KIM/Northwest, United/Lufthansa, Delta/Swissair/SABENA/Austrian, United/Lufthansa/SAS, and Alitalia/KLM/Northwest alliances, the Department also reviewed the likely effects of the alliance on competition in markets between the U.S. and the respective

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<sup>12/</sup> This is a conservative approach. As previously noted, SAS and Icelandair do not plan to coordinate their transatlantic scheduling and pricing policies with the immunized coordination engaged in among Lufthansa, United and SAS.

European homelands of the alliance partners. Even though KLM, Lufthansa, Swissair, SABENA, Austrian, SAS and Alitalia held the leading positions in their respective homeland markets, the Department nevertheless concluded that the proposed integration would not enable the applicants to charge supra-competitive prices or reduce service below competitive levels. See Order 92-11-27 at 15; Order 96-5-12 at 22; Order 96-5-26 at 23; Order 96-11-1 at 15; Order 99-11-20 at 11.<sup>13/</sup> In the instant case, a review of the four U.S.-foreign country markets implicated by the SAS/Icelandair Cooperation Agreement — U.S.-Iceland, U.S.-Denmark, U.S.-Norway and U.S.-Sweden — compels a similar conclusion.

The U.S.-Iceland market is a relatively small one, accounting for just two-tenths of one percent of the total U.S.-Europe traffic. See Exhibit JA-8. The U.S.-Iceland market is one-twentieth the size of the U.S.-Scandinavia market; its 47,000 annual passengers equal just 64

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<sup>13/</sup> Indeed, as the Department explained in its review of the KLM/Northwest alliance:

Even if a merger creates a firm with a dominant market share, the merger would not substantially reduce competition if other firms have the ability to enter the market within a reasonable time if the merged firms charge supra-competitive prices. Despite the dominant position of KLM in the U.S.-Netherlands market, we see no barriers to entry by other carriers in that market. Two U.S. carriers besides Northwest are currently serving the Netherlands . . . . In addition, United has announced plans to begin serving Amsterdam next year . . . [and] American has asked us to amend its certificate authority so that it may serve Amsterdam as well. The applicants represent that Amsterdam's Schiphol Airport has no capacity restrictions or shortage of facilities. Because of the Open Skies accord, any U.S. carrier may serve the Netherlands from any point in the United States. As a result, other carriers have the opportunity and ability to enter the U.S.-Netherlands market and to increase their service if the applicants try to raise prices above competitive levels (or lower the quality of service below competitive levels).



passengers per day in each direction. Icelandair is the only carrier in this market today. SAS does not currently serve U.S.-Iceland on a nonstop or connecting basis. Exhibits JA-6 and JA-10. The Cooperation Agreement will not have any negative impact on fares or service in the U.S.-Iceland market.

The U.S.-Denmark, U.S.-Norway and U.S.-Sweden markets are similar in that SAS is the major nonstop competitor in each, although two U.S. carriers currently serve one of the three U.S.-Scandinavia markets. Exhibit JA-6.<sup>14/</sup> Icelandair is not a nonstop competitor in any of the three U.S.-Scandinavia markets, although it does serve each market on a connecting basis over Reykjavik.

The SAS/Icelandair alliance will not adversely affect competition in the U.S.-Scandinavia markets. As stated above, SAS is the only carrier of the two that provides nonstop U.S.-Scandinavia service. Exhibits JA-16 through JA-18 show the existing market shares and concentration figures. The existing HHI levels (based on nonstop seat and departure shares) will not change as a result of the alliance. See Exhibits JA-16-18. The Merger Guidelines provide that, even in highly-concentrated markets, an increase of less than 50 points is generally not a

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<sup>14/</sup> The two U.S. carriers currently operating non-stop service between the U.S. and Scandinavia are Delta and American, with Delta operating 14 weekly nonstop flights between New York and Stockholm and American operating 14 weekly nonstop flights between Chicago and Stockholm. See Exhibit JA-6. In addition, Atlantis European Airlines operates 2 weekly nonstop flights between Los Angeles and Stockholm, and other European carriers offer on-line services between the U.S. and Scandinavia on a one-stop basis. See Exhibits JA-6 and JA-33. Thus, competition in air services between the U.S. and Scandinavia is comparable to that between the U.S. and the Netherlands, Switzerland, Belgium, Austria, Italy and the Scandinavian countries that existed at the time the Department granted antitrust immunity to KLM/Northwest, Delta/Swissair/SABENA/Austrian, United/Lufthansa/SAS, and Alitalia/KLM/Northwest.

cause for concern. In this case, the increase will be zero. Furthermore, as noted above, two major U.S. carriers provide nonstop service in the U.S.-Scandinavia market and numerous European carriers provide one-stop service between the U.S. and Scandinavian points via their hubs. Exhibit JA-6, JA-33.

Moreover, as the Department noted when approving and granting antitrust immunity to the United/Lufthansa/SAS alliance:

. . . [c]ompetitors will have free and open access to the marketplace due to the U.S.-Denmark, Norway and Sweden Open-Skies accords. Despite the large market shares held by SAS in the Scandinavian markets, we see no barriers to entry by other U.S. airlines in the Denmark, Norway and Sweden markets.

Order 96-11-1 at 15. Accordingly, with Open Skies agreements in place in each of the four U.S. country pair markets involved, other airlines will have the ability to react quickly and enter the market should the alliance attempt to raise prices above, or reduce services below, competitive levels?

**c. There Will Not Be a Substantial Reduction in Competition in Air Services in Any City Pair**

SAS and Icelandair do not compete on a nonstop basis in any U.S.-Iceland/Scandinavia city-pair market today. See Exhibit JA-6. Icelandair provides nonstop service only between Reykjavik and New York/JFK, Boston, Baltimore, Minneapolis and Orlando, while SAS provides

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<sup>15/</sup> See also Order 96-5-12 at 22-23 (United/Lufthansa alliance)(even though the alliance would carry 42% of the total U.S.-Germany traffic, because there was open entry and numerous other U.S. carriers were already operating service in that market, the Department concluded that other carriers could “enter the U.S.-Germany marketplace and . . . increase their service if the alliance partners attempt to raise prices above competitive levels (or lower the quality of service below competitive levels).”).

nonstop flights over the following city-pairs: Newark-Copenhagen, Newark-Stockholm, Newark-Oslo, Chicago-Stockholm, Chicago-Copenhagen and Seattle-Copenhagen. There are no nonstop overlap city-pairs in the current **SAS/Icelandair** service to Scandinavia and Iceland. Thus, there will be no reduction of nonstop competition on any of the U.S.-Reykjavik routes as **SAS** does not compete in those markets today, and no reduction of nonstop competition in any U.S.-Scandinavia city-pairs served by **SAS**.

While Icelandair has offered one-stop competition on certain U.S.-Scandinavia city-pairs, the only common U.S. metropolitan market is New York/Newark; Icelandair does not operate from Chicago or Seattle. Based on an analysis of **QSI** data, Icelandair's historic participation in the three New York-Scandinavia city-pairs where **SAS** offers nonstop flights (New York/Newark-Oslo, New York/Newark-Stockholm, and New York/Newark-Copenhagen) has been small. Icelandair's **QSI** market share is estimated at approximately 1% in each city-pair. See Exhibits JA-23-25. An analysis based on **MIDT** data compiled from the **CRS** systems yields similar results; Icelandair's market shares for the 3 New York-Scandinavia city-pairs are between 6.3% and 8.5%. See Exhibits JA-29-31. Accordingly, there will not be any substantial reduction of competition even were Icelandair's one-stop services considered a competitive option for price-sensitive business travelers.

Moreover, there will still be substantial competition on these New York-Scandinavia city-pairs offered either by U.S. carriers nonstop or by other European carriers offering connections

via their hubs. See footnote 14, above. Accordingly, approval of and grant of antitrust immunity for the SAS/Icelandair alliance will not adversely affect competition in any city-pair market.

**d.      The Cooperation Agreement Will Increase Competition  
Among Global Airline Networks**

Finally, several Departmental Orders have suggested that the Department should also examine the effects of a proposed operational merger on competition between carrier alliances on a global basis — i.e., competition between networks — before granting immunity to the proposed alliance:

Without minimizing the significance of city-pair analysis, however, we believe it is also important to recognize that the rapid growth and development of global airline alliance networks requires an additional perspective on competitive impact — the perspective of a worldwide aviation market in which travelers have multiple competing options for reaching destinations over multiple intermediate points. The pro-competitive effects of global alliances can be particularly evident in the case of the so-called “behind- and beyond-gateway” markets where integrated alliances with coordinated connections, marketing, and services, can offer competition well beyond mere interlining. . . . Integrated alliances can, in short, offer a multitude of new on-line services to literally thousands of city-pair markets, on a global basis. Thus, a significant element in antitrust analysis is the extent to which facilitating airline integration (through antitrust immunity or otherwise) can enhance overall competitive conditions.

Order 96-5-12 at 17-18; see also Order 96-5-26 at 19-20.

When this standard is applied to the proposed SAS/Icelandair alliance, the same conclusion (i.e., that “U.S. consumers and airlines should be the major beneficiaries of this expansion and the associated increase in service opportunities”) is compelled. The SAS/Icelandair alliance, by linking together the two carrier networks, will bring on-line service to over 500 new city-pair markets with annual traffic flow in the thousands of passengers. Examples of new on-line routings created by the alliance include Boston-Budapest, Baltimore-Tallinn, Minneapolis-

Narvik, and JFK-Riga. The alliance will significantly increase service opportunities for thousands of passengers in Icelandair's U.S. gateway markets bound via Reykjavik for Scandinavia and other points in Europe (served via SAS' Scandinavia hubs) by increasing transatlantic service options and enhancing service competition between airlines for traffic in such cities.

As was the case with other recently approved alliances, the Open Skies agreements in place between the U.S. and Iceland and the Scandinavian countries allow other airlines, individually or as part of an alliance, to extend their networks to the U.S.-Iceland/Scandinavia markets, as well as beyond/behind gateway markets served via points in the U.S. or Iceland or Scandinavia, "in response to inadequate service or supracompetitive prices." Order 96-5-12 at 18. As a result, the Cooperation Agreement will enhance competition between SAS/Icelandair and other alliances such as those of Alitalia/KLM/Northwest, Air France/Delta and American/Swissair/SABENA, which alliances are serving points in the U.S. and Scandinavia as part of their global networks.

**3. SAS and Icelandair Will Not Proceed With the Cooperation Agreement Without Antitrust Immunity**

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Under existing precedent, the Department does not grant antitrust immunity to agreements that would not violate the antitrust laws unless the parties will not implement the agreement without immunity. See Order 99-11-20 (Alitalia/KLM/Northwest); Order 96-11-1 (United/Lufthansa/SAS); Order 96-5-26 (Delta/Swissair/SABENA/Austrian); Order 96-5-12 (United/Lufthansa); Order 92-11-27 (KLM/Northwest). SAS and Icelandair cannot and will not carry out

the panoply of joint activities contemplated by the Cooperation Agreement without immunity and protection against the threat of costly private antitrust litigation.

Among other things, the Cooperation Agreement contemplates joint sales and marketing activities, scheduling coordination, integration of route networks, and joint pricing decisions. Even though these arrangements will expand service and achieve merger-type efficiencies that cannot be achieved otherwise, without antitrust immunity there will be, as noted above, the continuing risk that the parties' activities will be challenged in U.S. legal proceedings by competitors or others. This threat will chill aggressive expansion of the alliance, impede the integration of the parties' transatlantic operations, and reduce its benefits to the traveling and shipping public. As a General Accounting Office ("GAO") Report on airline alliances released in 1995 noted:

[DOT and DOJ] officials stated that they believed the key benefit of immunity [in the Northwest/KLM case] is the protection from legal challenge by other airlines, thereby allowing Northwest and KLM to more closely integrate their operations and marketing than they otherwise would for fear of legal reprisal.<sup>16</sup>

That rationale is as applicable today as it was when written, and is as applicable to the proposed SAS/Icelandair alliance as it was to the KIM/Northwest alliance.

**C. Approval of and Grant of Antitrust Immunity to the Cooperation Agreement Will Advance U.S. Foreign Policy Objectives**

Approving and granting antitrust immunity to the SAS/Icelandair Cooperation Agreement as sought herein would advance U.S. foreign policy objectives in at least two respects: it would

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<sup>16</sup> GAO, International Aviation: Airline Alliances Produce Benefits, but Effect on Competition is Uncertain, Report to Congressional Requesters (April 1995) at 30 ("Report").

effectuate an alliance that is fully consistent with U. S. international aviation policy, and it should serve as a catalyst for the liberalization of other international aviation markets where cooperation agreements exclusively between non-U. S. carriers are contemplated.

**1. The Cooperation Agreement Promotes U.S. International Aviation Policy**

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The International Aviation Policy Statement, supra, recognizes that international alliances and code sharing are important and innovative competitive tools that produce benefits for carriers, passengers, communities, and the U.S. economy as a whole. Policy Statement at 4. In fact, there is now ample evidence that international alliances generate benefits to consumers. In a speech last year, Charles A. Hunnicutt, former Assistant Secretary for Aviation and International Affairs, stated that "[w]e have found that international alliances enhance, not reduce, competition. We have also determined that they have produced additional valuable public benefits, such as providing millions of consumers and thousands of communities with improved air service and lower fares" (Remarks before the World Travel and Tourism Annual Conference, Berlin, Germany, March 8, 1999).

A broadening and deepening of the alliance between SAS and Icelandair is fully consistent with the Policy Statement and former Assistant Secretary Hunnicutt's conclusions, as well as the GAO's report on airline alliances, which noted that:

In the long run, consumers could pay lower fares, according to many U.S. and foreign airline representatives, as (1) airlines in alliances integrate further and achieve cost efficiencies that could be passed on to the consumer and (2) competition increases among alliances and between alliances and other airlines.

Report at 44-45. The Cooperation Agreement is fully consistent with these pro-alliance policies.

As contemplated by the GAO, the SAS/Icelandair alliance will increase transatlantic service options and benefit consumers as the airlines achieve otherwise unattainable efficiencies.

Applying this policy to carrier alliances, the Department has approved expansions of alliances between United and Lufthansa (Order 96-5-27), Delta, Swissair, SABENA and Austrian (Order 96-5-26), United, Lufthansa and SAS (Order 96-11-1), and, most recently, Alitalia, KLM and Northwest (Order 99-11-20). As demonstrated above, the expansion of the SAS/Icelandair alliance is wholly consistent with these actions.

## **2. The Grant of Antitrust Immunity is a Valuable Inducement for Liberalization of International Aviation**

Protection from costly, vexatious private antitrust litigation is an important inducement to airlines to accept the benefits and burdens of an open competitive environment. Such protection is available only to carriers operating in an Open Skies regime. Antitrust immunity is thus a key negotiating tool available to the Department to encourage foreign governments to agree to Open Skies regimes and thereby remove restrictions on access to their international markets by U.S. airlines. As evidenced by the SAS/Icelandair alliance, immunity is a valuable inducement for Open Skies even where U.S. carriers are not alliance participants.

In concluding Open Skies agreements with the United States, many of the countries concerned expressed an expectation that, by providing the opportunity for open entry into their international markets by U.S.-designated airlines, the U.S. would reciprocate by making it possible for their national carriers to enter into alliances with U.S. airlines that would enjoy the



same protections from costly U.S. antitrust lawsuits as the KLM/Northwest alliance?' Thus, the Memorandum of Consultants ("MOC"), signed April 26, 1995, by representatives of the U.S. and the governments of Denmark, Norway and Sweden, stated:

The Scandinavian delegation expressed to the U.S. delegation the importance of providing for sympathetic and expeditious consideration to requests for antitrust immunity for operational and commercial cooperation and integration between airlines of Scandinavia and the United States on no less favorable terms than the language contained in the U.S.-Dutch Memorandum of Consultations dated September 4, 1992. The Scandinavian delegation indicated that antitrust immunity is an essential compliment to open skies in order to compete against other global alliances.

Memorandum of Consultations, dated April 26, 1995.

As evidenced by the Alitalia/KLM, Swissair/SABENA, Lufthansa/SAS, and now Icelandair/SAS alliances, antitrust immunity is an extremely valuable inducement to entering into an Open Skies Agreement with the U.S., regardless of whether a U.S. carrier is an actual or prospective alliance partner. Indeed, the Scandinavian, Icelandic and other European authorities entered into Open Skies agreements with the United States to enable their national airlines to expand pursuant to cooperative agreements not only with U.S. carriers, but also with other foreign carriers, and such expansion has already begun to occur. See Order 96-11-1 (SAS/Lufthansa alliance); Order 96-5-26 (Delta/Swissair/SABENA/Austrian alliance); Order 99-12-5 (KLM/Alitalia alliance).

Thus, existing Open Skies agreements, coupled with approval for the Cooperation

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<sup>17/</sup> In its report on international alliances, the GAO pointed out that the Department's decision to grant antitrust immunity to the Northwest/KLM alliance "implied a favorable treatment of future applications by other U.S. airlines and foreign airlines in exchange for liberal aviation accords. " Report at 52.

Agreement between SAS and Icelandair, as well as the recent alliances between Alitalia/KLM/Northwest, United/Lufthansa/SAS, and American/Swissair/SABENA (DOT approval pending), will provide a significant commercial incentive to other nations — in Europe and elsewhere — to reach liberal, open-entry bilateral agreements with the United States. At the same time, the commercial benefits and efficiencies accruing from the Cooperation Agreement will enable SAS and Icelandair to increase their competitiveness with other alliances which have implemented similar agreements, placing additional commercial pressure on rival European carriers and carrier alliances.

Accordingly, approval of and a grant of antitrust immunity for the Cooperation Agreement will, as it has with other recent alliances, help further the United States' overall international aviation policy by encouraging other nations to enter into Open Skies Agreements with the United States to further their carriers' commercial arrangements, whether with U.S. carriers or with other international airlines.

#### **IV. OTHER APPROVAL ISSUES**

##### **A. IATA Condition**

Consistent with the Department's decisions on all of the above-mentioned alliances,<sup>18/</sup> and with the understanding that this condition will be imposed on all similarly operated immunized alliance carriers, Icelandair is prepared to join SAS and voluntarily withdraw from participation in

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<sup>18/</sup> See Order 99- 11-20 at 16-17 (Alitalia/KLM/Northwest); Order 96-11- 1 at 23 (United/Lufthansa/SAS); Order 96-6-33 at 23-24 (Delta/Swissair/SABENA/Austrian); Order 96-5-27 at 17 (United/Lufthansa); see also Order 99-11-20 at 16, n. 41, wherein the Department notes that, by letter dated May 8, 1996, Northwest and KLM agreed to voluntarily limit their participation in IATA.

any IATA traffic coordination activities that discuss any proposed through fares, rates or charges applicable between the United States and Denmark, Norway, Sweden and Iceland, and the United States and any other countries designating a carrier granted antitrust immunity for participation in similar alliance activities with a U.S. carrier?’

**B. O&D Survey Data Reporting By SAS and Icelandair**

Consistent with the Department’s decisions in *Alitalia/KLM/Northwest*, *United/Lufthansa/SAS*, *Delta/Swissair/SABENA/Austrian* and *United/Lufthansa*, should the Department grant approval of, and antitrust immunity for, the Cooperation Agreement, SAS and Icelandair are prepared to provide similar O&D Survey data.<sup>20/</sup> Specifically, SAS and Icelandair would agree to report full itinerary Origin-Destination Survey of Airline Passenger Traffic for all passenger itineraries that include a United States point.

**C. Duration of Approval**

SAS and Icelandair urge that the Department grant the requested approval and immunity for at least a five-year term, consistent with the duration of approvals granted to *Alitalia/KLM/Northwest* in Order 99-11-20, *United/Lufthansa/SAS* in Order 96-11-1, *Delta/Swissair/SABENA/Austrian* in Order 96-5-26, *United/Lufthansa* in Order 96-5-12, and *KLM/Northwest* in Order 92-11-27. As the Department concluded in *KLM/Northwest*, “a shorter term may not allow the full effect of the implementation of the Agreement to become apparent. Furthermore,

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<sup>19/</sup> SAS withdrew from IATA participation as a condition of Department approval of the *United/Lufthansa/SAS Alliance*. See Order 96-11-1.

<sup>20/</sup> SAS already provides such data as a condition of Department approval of the *United/Lufthansa/SAS Alliance*.

Section 414 [now 49 U.S.C. 41308] does not require us to review the implementation of the Agreement within a shorter period of time.” Order 92-11-1 at 16.

**V. RESPONSE TO REQUEST FOR ADDITIONAL INFORMATION**

In conjunction with the joint application filed by Alitalia/KLM/Northwest for antitrust immunity, the Department requested that the applicants provide certain additional information. Order 99-5-10. In order to enable the Department to act expeditiously on this application, SAS and Icelandair are or will be submitting the following information, which is comparable to that recently requested from Alitalia, KLM and Northwest:

- A. Provide all joint applicants’ corporate documents (in English or with English translations) dated within the last two years that address competition in the U.S. transatlantic markets.**

SAS and Icelandair will separately file the requested documents, accompanied by motions for confidential treatment under Rule 12.

- B. Provide all joint applicants’ studies, surveys, analysis and reports (in English or with English translations) dated within the last two years, which were prepared by or for any officer(s) or director(s) (or individual(s) exercising similar functions) for the purpose of evaluating or analyzing the proposed enhanced alliance with respect to market shares, competition, competitors, markets, potential for traffic growth or expansion into geographic markets, and indicate (if not contained in the document itself) the date of preparation, the name and title of each individual who prepared each such document.**

SAS and Icelandair will separately file the requested documents, accompanied by motions for confidential treatment under Rule 12.

**C. Provide Origin & Destination (O&D) traffic for the most recent 12-month period available for both SAS and Icelandair's top 100 markets with a U.S. gateway city as a passenger origin or destination point.**

SAS and Icelandair will separately file the requested documents, accompanied by motions for confidential treatment under Rule 12.

**D. In addition to the information requested in the preceding item, provide an analysis of the effect on international competition of the proposed closer arrangements among the joint applicants. Specifically, address the competitive effect in city-pair markets where SAS alone or in cooperation with United and/or Lufthansa now competes with Icelandair.**

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As noted, SAS and Icelandair through the Cooperation Agreement intend to broaden and deepen their transatlantic cooperation in order to improve the efficiency of their coordinated services, expand the benefits available to the traveling public, and enhance their ability to compete with other carriers in the transatlantic marketplace.

The effect on competition of the SAS/Icelandair cooperation will be to make the combined SAS/Icelandair network a more effective transatlantic competitor, and increase the overall level of competition, especially in the US-Scandinavian markets. The principal competitors of SAS and Icelandair in the U.S.-northern European markets today are American, Delta, British Airways, KLM and Air France. All provide transatlantic service from multiple U.S. gateway cities either on a nonstop or one-stop connecting basis. For example, British Airways serves Scandinavia from 20 U.S. cities via London; KLM from 12 U.S. cities via Amsterdam; and, of course, American and Delta have on-line service to Stockholm from numerous U.S. cities via Chicago and New York, respectively. By linking their networks, SAS/Icelandair will serve seven U.S. cities whereas SAS alone serves only three. In effect, this will double SAS' access to the U.S. market.

On nonstop routes where Icelandair provides limited one-stop competition for the SAS nonstop services — mainly New York-Copenhagen/Stockholm/Oslo — there will continue to be rigorous nonstop and one-stop competition offered by American, Delta, British Airways, Air France and KLM. These carriers account today for 40.5% of the local traffic on New York-Stockholm and almost 30% on New York-Copenhagen. Exhibits JA-28, JA-26. The SAS/Icelandair agreement will also make SAS a more effective competitor because SAS will be able to offer direct flights to each Scandinavian capital from New York/JFK as well as Newark, at both an early and late evening departure window. The traveling public will benefit from these same carrier improvements in travel options available on SAS.

Finally, on transatlantic routes where SAS presently cooperates with United and Lufthansa, the SAS/Icelandair arrangement will offer travelers new arrival and departure options. Code-sharing on United domestic flights feeding Chicago and Newark, and code-sharing on Lufthansa U.S.-Germany flights, typically require travelers to depart early from their U.S. departure city. With Icelandair's late evening departures, SAS passengers departing from Boston, Orlando, Minneapolis and Baltimore<sup>21/</sup> will have another option to choose from for travel to Scandinavia. Indeed, in some cases the travel times between U.S. cities and Scandinavia via Reykjavik are faster than existing travel times via Chicago or Newark.

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<sup>21/</sup> The Icelandair departure times from Boston, Baltimore, Orlando and Minneapolis are 8:30 p.m., 8:10 p.m., 6:00 p.m. and 6:40 p.m., respectively. Official Airline Guide, International, March 2000.

**E. Describe the extent to which airport facilities, including gates and slots, are available to U.S. flag carriers who want to begin or increase service at cities in Iceland, Denmark, Norway and Sweden served by SAS and Icelandair.**

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The principal gateway airport in Iceland is Keflavik airport outside of Reykjavik.

According to specifications, Keflavik airport is a "Schedule Movement Active" 24-hour airport.

The airport is not slot-restricted, nor is there any significant runway congestion. While there is currently occasional gate congestion in the peak morning and afternoon hours, a terminal and gate expansion project that is slated to be completed by the Fall of 2000 is expected to fully alleviate such occasional congestion. There are no restrictions on the use of this airport by U.S. or other carriers.

The principal gateway airports in Scandinavia are Copenhagen (Denmark), Oslo (Norway), and Stockholm/Arlanda (Sweden). As further discussed below, none of the airports in these cities are congested to the point where a potential new entrant would have trouble obtaining slots and/or gates for new transatlantic services.

In Copenhagen, the airport has gradually been increased over the years by more efficient use of the three runways and their parallel operations. The maximum number of movements has subsequently increased from 76 per hour in 1995 to 81 per hour (as of Summer 2000). An ongoing study indicates that a further increase to 90 movements per hour might be effected as early as Winter 2000/2001.

The new airport in Oslo, opened in the Fall of 1998, is uncongested. The airport has two runways, and, in theory, has a maximum capacity of 80 movements per hour.<sup>22/</sup>

Finally, the airport in Stockholm/Arlanda is largely uncongested and has, like the Copenhagen airport, seen its capacity increase over the last few years (from 66 movements per hour in 1995 to 70 movements per hour as of Winter 1999/2000). In addition, a third runway at this airport is currently under construction, and, when it opens in 2002, it is expected that the airport capacity will increase to 90 movements per hour.

Accordingly, none of the airports involved (in either Iceland, Denmark, Norway or Sweden) would pose a potential barrier to new entrants proposing to offer similar transatlantic services.

**F. Discuss significant service and equipment changes anticipated by the joint applicants and the integration of SAS's international route system with Icelandair's U.S.-Iceland-Europe route system.**

The SAS/Icelandair cooperation will result in significant service and equipment changes that will benefit U.S.-Scandinavia and U.S.-Iceland travelers. With the benefit of SAS's Scandinavian identity and years of experience marketing U.S.-Scandinavian travel, Icelandair plans to upgrade Orlando to daily service for winter 2000/2001 from the current level of 3 times per week. The ability to market Orlando jointly with SAS as a destination for Scandinavia- and Iceland-originating travelers makes this a realistic strategy for the first time.

In addition, Icelandair contemplates, as a result of the cooperation with SAS, being able to add a sixth U.S. gateway. A number of U.S. cities are under consideration for start-up in summer

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<sup>22/</sup> As of Winter 1999/2000, the actual average number is 55 movements per hour.



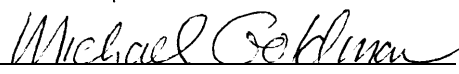
2001; such an expansion would only be possible because of the ability jointly with **SAS** to sell from the new U.S. city Scandinavian and other European points served on the **SAS** network.

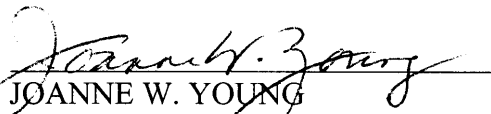
**SAS** too is contemplating new U.S. gateways with the delivery of new Air-bus 330 and 340 aircraft scheduled for Summer 2001. For **SAS**, the cooperation with Icelandair offers the opportunity to develop a market identity at Icelandair's interior U.S. points (such as Orlando, Baltimore or Minneapolis) that would be invaluable for the launch of nonstop service to Scandinavia from a new U.S. gateway.

### CONCLUSION

For the foregoing reasons, SAS and Icelandair request that the Department approve their Cooperation Agreement under 49 U.S.C. 41309 and exempt SAS and Icelandair and their respective affiliates from the antitrust laws pursuant to 49 U.S.C. 41308, for a period of no less than five years in duration, to allow the applicants to proceed with the Cooperation Agreement.

Respectfully submitted,

  
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DATED: April 13, 2000

LIST OF EXHIBITS

- JA-1 SK-FI Cooperation Agreement
- JA-2 Icelandair Route Network
- JA-3 SAS Route Network
- JA-4 SAS and Icelandair U.S. Nonstop Markets to Europe
- JA-5 SAS and Icelandair Code Share Routes
- JA-6 Nonstop Service Between the United States and Denmark, Norway, Sweden, and Iceland-February, 2000
- JA-7 Population of Denmark, Norway, Sweden, and Iceland - 1999
- JA-8 International Air Travelers Between the United States and Denmark, Norway, Sweden, and Iceland - 1998
- JA-9 Icelandair Transatlantic Schedules
- JA-10 SAS Transatlantic Schedules-Summer 1999, Winter 1999/2000, Summer 2000.
- JA-11 U.S.-Europe Roundtrip Onboard Statistics - Passengers YE Q2 1999, Ranked by Operating Carrier/Immunized Alliance
- JA-12 U.S.-Europe Roundtrip Onboard Statistics - Departures YE Q2 1999 Ranked by Operating Carrier/Immunized Alliance
- JA-13 U.S.-Europe Roundtrip Onboard Statistics -Seats YE Q2 1999 Ranked by Operating Carrier/Immunized Alliance
- JA-14 U.S.-Europe Roundtrip Scheduled Service - Departures February 2000 Ranked by Operating Carrier/Immunized Alliance.
- JA-15 U.S.-Europe Roundtrip Scheduled Service -Seats February 2000 Ranked by Operating Carrier/Immunized Alliance
- JA-16 U.S.-Denmark Nonstop Service YE 99 Q2
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- JA-19 Summary of Quality of Service (QSI)/HHI February 2000
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JA-32 Summary of **MIDT** HHI 1999

JA-33 New York-Copenhagen/Oslo/Stockholm Quality of Service (**QSI**) Data Base

STRATEGIC CO-OPERATION AGREEMENT

between

SCANDINAVIAN AIRLINES SYSTEM

Denmark-Norway-Sweden

and

FLUGLEIÐIR H.F. - ICELANDAIR

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STRATEGIC CO-OPERATION AGREEMENT

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THIS AGREEMENT is made and entered into as of

2000 between:

1. **SCANDINAVIAN AIRLINES SYSTEM Denmark-Norway-Sweden**, a Scandinavian consortium, having its head office at Frösundaviks Allé 1, SE-195 87, Stockholm, Sweden, acting for and on behalf of itself and its sister consortium, SAS Commuter (together "SAS"), and

2. **FLUGLEIÐIR H.F - ICELANDAIR**, a company incorporated in Iceland, having its head office at Reykjavik Airport, 101 Reykjavik, Iceland, ('ET'),

. each a "Party" and together the "Parties".

**WHEREAS:**

(A) SAS and FI each provide air transportation services and seek to attain the highest standards of quality service and value for the benefit of their respective passengers;

(B) SAS and FI wish 'to increase each Party's opportunities to offer air, transportation services between the US and Europe and points beyond the US and Europe.

(C) SAS and FI wish to offer customers a wider choice of travel and seamless services by optimizing the use of aircraft capacity, terminal and ground facilities through co-ordinated schedules, improved interline services and extended Code Sharing:

**NOW IT IS AGREED AS FOLLOW:**

**1. Definitions and interpretation**

In this Co-operation Agreement, unless otherwise specified:

- 1.1 capitalised terms shall have the meanings ascribed to them in Schedule 1;
- 1.2 references to **Clauses** and **Schedules** are to clauses of, and schedules to, this Co-operation Agreement;
- 1.3 headings to **Clauses** and **Schedules** are for convenience only and shall not affect the interpretation of this Co-operation Agreement;
- 1.4 references to a "person" shall be construed to include any individual, firm, company, government, state and agency of a state or any joint venture, association or partnership (whether or not having separate legal personality); and

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- 1.5 "Co-operation Agreement" shall mean this Agreement including any Implementing Agreements as well as appendices/schedules/exhibits/-annexes hereto and thereto being in force from time to time.

## 2. Scope of the co-operation

### 2.1 The Co-operation

The co-operation Agreement is based on the following principles and objectives:

- Development of potential bilateral traffic between points in the US and points in Europe and points beyond the US and Europe referred to as Co-operation Routes.
- Operational efficiency of marketing and sales.

The Co-operation shall be created on the basis of and subject to the terms and conditions set out in this Co-operation Agreement.

### 2.2 Areas of Co-operation

The Parties shall implement and operate the Co-operation as stipulated in this Co-operation Agreement with respect to each of the following areas, which are further described in Clause 3:

1. Generally Applicable Service Standards
2. Schedule Co-ordination
3. Code Sharing
4. Hosting
5. Fares and special prorates
6. Marketing and sales
7. Frequent flyer program participation
8. Station and ground handling services
9. Cargo services

The Parties intend to explore and pursue other opportunities for operational efficiencies, such as joint utilisation of either Party's services and facilities, whenever feasible. Such other areas of co-operation may include integration of yield management and revenue allocation.

### 2.3 Contractual framework

This Co-operation Agreement establishes the framework for the implementation and operation of the Co-operation between the Parties. The Parties have prepared/shall jointly prepare Implementing Agreements pursuant to Clause 4.2, in order to define further and put into effect the details of the Co-operation between them. Each

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Implementing Agreement shall be based upon and consistent with and its provisions shall be interpreted by reference to this Co-operation Agreement, except as the Parties may otherwise expressly agree in any such Implementing Agreement. The Implementing Agreements identified at the time of signing of this Co-operation Agreement are listed in Schedule 2.

In the event of any inconsistencies between this main document and any appendices/schedules/ exhibits/annexes hereto and the Implementing Agreements, the provisions of this main document shall prevail unless the opposite is expressly stated. The appendices/- schedules/exhibits/annexes shall between them prevail in the order they are enumerated.

#### **2.4 Retention of corporate identity**

The Parties shall remain independent and each Party shall retain its own corporate identity and brand name and its autonomous decision making rights and powers.

### **3. Basic principles for each area of co-operation**

#### **3.1 Generally Applicable Service Standards**


For passengers of the Parties' Code Shared Flights, each Party agrees to reciprocally provide the Participating Carrier's passengers with services on equal terms as its own passengers. Notwithstanding this, the Operating Carrier shall operate Code Share Flights in accordance with its own service standards and procedures.

#### **3.2 Schedule co-ordination**

The Parties shall, each use reasonable efforts, consistent with their respective operational constraints, to co-ordinate the schedules of their respective airline networks in order to improve the existing services on Co-operation Routes and to minimise passenger waiting time for connections and services through their combined networks. Each Party shall have the unilateral right to modify its schedules, and to add or discontinue individual flights or routes at its sole discretion.

#### **3.3 Code Sharing**

Each Party shall make flights operated by it available for the other Party on a code-shared basis ("Code Shared Flights") as the Parties may jointly select from time to time, subject to all necessary government approvals including underlying code share rights.



The Parties shall jointly prepare a Code Share Implementing Agreement in order to define further and put into effect the details and conditions of Code Shared Flights.

For the purpose of implementation of the Code Shared Flights, the Parties shall each develop at its own cost automated procedures to provide the Participating Carrier with the Operating Carrier's seat inventory information to enable the Participating Carrier to sell seats under the Participating Carrier's designator code. The details of the CRS system shall be incorporated in the Code Share Implementing Agreement.

### 3.4 Hosting

SAS shall provide FI with Hosting services pursuant to the relevant Implementing Agreement.

### 3.5 Fares and special prorates

Fares for air transportation shall be calculated and apportioned, between the Parties as set forth in the Code Sharing Implementing Agreement, the Prorate Implementing Agreement or any other agreement, which is in effect from time to time.

### 3.6 Marketing and sales

#### 3.6.1 Harmonisation of marketing activities

The Parties shall harmonise their marketing activities as shall be mutually agreed in order to stress the service benefits of the Co-operation in their respective markets.

Neither Party shall use any trademark, tradename, logo, or service mark of the other Party without the prior written consent of the other Party.

#### 3.6.2 Joint communication and sales programs

The Parties shall include mutually agreeable references to the Co-operation in applicable commercial and promotional activities. The Parties shall jointly develop plans for mutually agreeable joint communication and Sales and incentive programs. Agent and customer sales programs shall be agreed upon between the Parties in relevant Implementing Agreements.

#### 3.6.3 Sales incentive

FI shall pay sales incentive to SAS pursuant to relevant Implementing Agreement, and SAS shall pay sales incentive to FI pursuant to other Implementing Agreement(s) if mutually agreed by the Parties.

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### 3.7 Frequent flyer program participation

FI shall participate in SAS Eurobonus program and SAS shall participate in FI's Saga program, pursuant to one or more frequent flyer program participation agreements ("Frequent Flyer Agreement") (being Implementing Agreements) in order to define further and put into effect the details and conditions of the frequent flyer participation program.

### 3.8 Station and ground handling services

#### 3.8.1 Ground handling

FI shall obtain passenger ground handling from SAS or from the same passenger ground handling agent as used by SAS at airports used for its scheduled international Code Shared Flights, covering such airports where SAS provides ground handling and pursuant to the terms of the Ground Handling Agreement between SAS and FI, which will at all times reflect market rates.

#### 3.8.2 Access to each other's lounges

The Parties agree that lounge access shall be granted as follows:

- (i) On all routes on which the Parties have a Code Share arrangement, each Party's passengers shall be given access to the other Party's lounges on mutually agreeable terms and conditions as set out in the relevant Implementing Agreement.
- (ii) On all routes other than those covered above, lounge access privileges, charging and other details shall be agreed on a case by case basis.

### 3.9 Cargo services

The Parties shall explore joint activities for increased business opportunities to achieve increased efficiency and customer service in their respective cargo areas.

### 3.10 Other areas of co-operation

The Parties shall explore other opportunities for operational efficiencies, such as integration of yield management and revenue allocation, but such other areas of co-operation do not form part of this Co-operation Agreement unless and until the Parties have set out the terms and conditions for such co-operation in one or more Implementing Agreement(s).

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#### 4. Implementation

##### 4.1 Mutual public announcement

The Parties will co-ordinate and consult with each other on the text and timing of press releases relating to the Co-operation, or this Co-operation Agreement and neither Party will make any press or other announcement or statement relating to the Co-operation or this Co-operation Agreement without the prior approval of the other Party.

##### 4.2 Regulatory approval to be sought

to the extent necessary, the Parties shall work together to secure all governmental and other regulatory approvals necessary to put the Co-operation into effect-

##### 4.3 No Infringement of law etc

No Party shall be required by this Co-operation Agreement under any circumstances to take any action which would infringe any statute, regulation or approval or the order of any authority or court having jurisdiction over such Party or over all or any of the transactions contemplated by this Co-operation Agreement.

##### 4.4 No breach of existing contractual relationships

Neither Party intends to interfere with the rights, obligations or terms of any existing agreements to which the other is a signatory or cause a breach by the other of any agreements with a third party. Accordingly, each Party shall take all necessary steps to avoid breaches of their agreements with third parties that may be caused by actions taken by it pursuant to its obligations under this and any other agreement. Also, neither Party intends to take any action that is intended to contravene or cause breach of or default in any provision of any agreement either Party has with a third party.

#### 5. Notification regarding arrangements with third party carriers

- (A) Without prejudice to the provisions of Clause 9, Termination, and with exception of SAS' existing and future co-operations and arrangements due to its partnership in the Star Alliance, each Party shall notify the other Party by no less than 120 days notice in advance of (i) any alliance or other significant co-operation agreement similar in scope to this Co-operation Agreement which it proposes to enter into with any third party air carrier, or (ii) any significant extension or amendment which it proposes to make to any existing alliance or co-operation agreement similar in scope to this Co-operation Agreement with any third party air carrier, following the

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signature date of this Co-operation Agreement and affecting the traffic flow on the Co-operation Routes.

- (B) In order to maximise synergies and enhance customer service, the Parties shall seek to have alliances and co-operation with the same third party air carriers, where feasible.
- (C) Neither Party shall, with the same exception as stated in Clause 5 (A) above with respect to SAS' partnership in the Star Alliance, enter into any other Code Sharing agreement with any third party carrier without prior discussion with the other Party where such Code Sharing agreement may have a significant effect on the traffic flow on the Co-operation Routes.

## 6. Management and Co-ordination

Subject to Clause 7.1, the Parties will establish a management system to formulate, oversee and implement this Co-operation Agreement, as follows:

- A) Each Party will nominate representatives to a Joint Co-operation Committee, which will:
  - (i) monitor the performance of the partnership with regard to defined areas of Co-operation;
  - (ii) evaluate and analyse the performance of the partnership
  - (iii) implement the policies for the Co-operation;
  - (iv) seek to identify ways to improve the performance of the Co-operation; and
  - (v) establish and disband working groups as it deems necessary.

The decisions of the Joint Co-operation Committee shall be made by the unanimous agreement of all members present, which must include at least one representative of each Party in order for a decision to be valid.

- (B) Each party will nominate one senior executive, being the co-operation board, where to matters of strategic concern and matters not solved through the Joint Co-operation Committee should be addressed. Meetings should be on request basis only.

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## 7. Prerequisites for the Co-operation

### 7.1 Conditions precedent

The Co-operation shall not take effect until and unless the following matters have been achieved or obtained:

#### 7.1.2 Regulatory clearances

All Approvals, if any, being applied for including (without limitation) any relevant clearances or informal expressions of non-opposition acceptable to both Parties from relevant competition and other regulatory authorities, in each case subject to conditions, if any, acceptable to both Parties.

#### 7.1.3 Implementing Agreements

The Parties shall negotiate and upon obtaining the necessary regulatory approval execute the Implementing Agreements. If implementation of the Implementing Agreements should be delayed, the Co-operation will be implemented as mutually agreed.

### 7.2 Co-operation to fulfil conditions precedent

The Parties shall co-operate fully and shall individually and collectively use all reasonable endeavours to fulfil or procure the fulfilment of the conditions set out in Clause 7.1, on or before their respective deadlines and shall notify the other Party immediately upon the satisfaction of such conditions. Except for regulatory clearances, the Parties may jointly agree to waive in whole or in part all or any of the conditions precedent set out in Clause 7.1.

### 7.3 Subsequent Approvals

The Parties shall co-operate fully and shall individually and collectively use all reasonable endeavours to procure any subsequent Approvals that may become necessary. To the extent that any relevant Approval, after being granted, is subsequently revoked or materially and adversely altered in relation to one or both of the Parties, or any subsequent Approval is refused, the Parties shall meet in an effort to adjust the terms of this Co-operation Agreement in an equitable manner and continue the Co-operation in accordance with the original intentions of the Parties.

### 7.4 Termination due to non-Approval

If the failure to obtain or maintain a necessary governmental Approval, authorisation, exemption or license has a Material effect on either Party, the affected Party may terminate this Co-operation

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Agreement by giving the other Party sixty (60) days notice in writing unless earlier termination is mandated by governmental rule or order.

## 8. Term

This Co-operation Agreement shall continue indefinitely from the date of execution of this Co-operation Agreement unless terminated in accordance with any of the provisions in Article 9. The Parties may terminate this Co-operation Agreement for convenience in accordance with Article 9.1.

## 9. Termination

### 9.1 Termination without Cause

Either Party shall be entitled to terminate this Co-operation Agreement by serving upon the other Party not less than six (6) months notice in writing effective at the end of an IATA Traffic Period.

### 9.2 Termination for Cause

Any Party shall at all times have the right to terminate this Co-operation Agreement with immediate effect by serving written notice on the other Party within three (3) months of the terminating Party's first becoming aware of the **occurrence** of any of the following events:

- (i) an Insolvency Event in respect of the other Party;
- (ii) a Change of Control in respect of the other Party; or
- (iii) a Material Default that is not capable of remedy or that, if capable of remedy, is not remedied to the terminating Party's reasonable satisfaction within thirty (30) days after that Party has given the other Party that has allegedly committed the Material Default written notice requiring the Material Default to be remedied.

## 10. Effect of termination

Exercise by either Party of its right to terminate under any provision of this Co-operation Agreement will not affect or impair its right to enforce its other rights or remedies under this Co-operation Agreement.

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Prior to termination for whatever reason taking effect, the Parties may discuss and agree upon provisions, obligations and commercial programs which they will continue with after termination so as to preserve traffic feed to the Co-operation Routes and minimise inconvenience to passengers travelling on the Co-operation Routes. In this regard, the Parties will endeavour to continue with as many aspects of this Co-operation, which they mutually agree, are commercially justified to continue with.

If this Co-operation Agreement is terminated in accordance with its provisions, either Party may upon giving the other Party thirty (30) days written notice terminate any or all Implementing Agreements, excluding the Implementing Agreement on Hosting, which agreement will be solely governed by the terms and conditions of that agreement, to expire at the same date as this Co-operation Agreement, irrespective of what is stated in the relevant Implementing Agreement(s).

Upon termination of this Co-operation Agreement, all Confidential Information, including any copies thereof made by the receiving Party, must be returned to the disclosing Party or destroyed if requested by the disclosing Party.

## 11. Governing law and dispute resolution.

### 11.1 Governing law

This Agreement shall be governed by and construed in accordance with Swedish law, without reference to the choice of law provisions thereof.

### 11.2 Dispute resolution

The Joint Co-operation Committee shall attempt to resolve any disputes that arise concerning the interpretation of this Co-operation Agreement or the performance of either Party. The Joint Co-operation Committee shall meet within thirty (30) days upon receipt of notice by either Party that a dispute exists. If the Joint Co-operation Committee cannot resolve any such dispute within seven (7) days following the first day of such meeting, the dispute shall be referred to one or more members of the executive management of each Party who shall meet personally within thirty (30) days of such referral. If no resolution is reached within three (3) working days following the first day of such meeting, either Party may refer the matter to arbitration as specified in Clause 11.3, Arbitration, below.

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### 11.3 Arbitration

All disputes arising out of or relating to this Co-operation Agreement shall be finally settled by arbitration. The arbitration shall be conducted in Stockholm, Sweden, in the English language in accordance with UNCITRAL rules. The Tribunal shall consist of three arbitrators who shall be qualified lawyers and experienced in the airline industry. Each Party shall select one arbitrator of its choice and the two arbitrators shall then jointly agree on the selection of the third arbitrator.

### 11.4 Finality of arbitration

The decision of the arbitrators appointed pursuant to Clause 11.3, Arbitration, shall be final, conclusive and binding on the Parties, who hereby expressly waive all rights of appeal or recourse to any court, except (i) such rights which cannot be waived by the law of the place of arbitration, and (ii) where arbitration rulings are alleged to be arbitrary, capricious, illegal or without a reasonable basis on the record. All awards and decisions may be enforced in any court of competent jurisdiction.

## 12. Confidentiality

### 12.1 Limitation on disclosure and use of information

Except in any proceeding to enforce any of the provisions of this Co-operation Agreement, neither Party will, without the prior written consent of the other, use, publicise or disclose to any third party, except each Party's legal adviser as privileged attorney/client information, neither directly or indirectly, any of *the* following (hereinafter "Confidential Information"): (a) this Co-operation Agreement or any of the terms or conditions of this Co-operation Agreement or (b) any Implementing Agreement or the terms or conditions of any Implementing Agreement or (c) any confidential or proprietary information or data, either oral or written, received from and designated as such by the disclosing Party.

### 12.2 Production to governmental authority

If a governmental authority requests either Party to produce or disclose to the authority this Co-operation Agreement or any of the terms or conditions of this Co-operation Agreement, such Party, at its option and after notifying the other Party, may produce or disclose the requested document or information.

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### 12.3 Disclosure to employees

Each Party may disclose, to the extent necessary, this Co-operation Agreement or any of the terms or conditions of this Co-operation Agreement (or any aspect thereof) to certain of its employees or unions (to the extent required under any collective bargaining agreement or any law providing for a consultation right of employees).

### 12.4 Response to legal process

If either Party is served with a legal process requiring the production or disclosure of any Confidential Information, then that Party, before complying, will immediately notify the non-disclosing Party and the non-disclosing Party shall have a reasonable period of time to intervene and contest disclosure or production.

### 12.5 No other use of exchanged data

Neither Party shall Use information or data provided by the other Party (whether or not designated confidential or proprietary) in connection with this Co-operation Agreement except in fulfilment of its obligations hereunder,

### 12.6 No Adequate Remedy

Each Party acknowledges and agrees that the Party having Confidential Information disclosed will have no adequate remedy at law if there is a breach or threatened breach of the provisions set forth in this Clause and, accordingly that the Party having Confidential Information disclosed shall be entitled to an injunction or other equitable or preventative relief against the other Party for such breach or threatened breach. Nothing herein shall be construed as a waiver of any other legal or equitable remedies, which may be available to the Party having Confidential Information disclosed in the event of a breach or threatened breach of the provisions set forth in this Clause and the Party having Confidential Information disclosed may pursue any other such remedy, including the recovery of damages.

### 12.7 Survival

The restrictions and obligations of a Party receiving Confidential Information and the rights of the disclosing Party under the provisions set forth in this Co-operation Agreement shall survive the termination of this Co-operation Agreement for a period of ten (10) years.

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### 13. Force majeure

Neither Party will be liable for delays or failure in performance under this Co-operation Agreement caused by acts of God, war, strikes, labour disputes (including strike and lockout), work stoppage, fire, flood, acts of government or other regulatory authority, or any other event beyond the control of that party. In such case,

- (a) neither Party shall be held to pay any damages or cost of whatever kind except for any accrued right and liability, and
- (b) the Parties shall discuss and agree on the action to be taken.

### 14. No waiver

- 14.1 No waiver of any breach of this Co-operation Agreement shall be held to constitute a waiver of any other subsequent breach.
- 14.2 No delay or omission on the part of either Party in exercising any right, power or remedy provided by law or under this Co-operation Agreement shall impair such right, power or remedy or operate as a waiver thereof.
- 14.3 The single or partial exercise by either Party of any right, power or remedy provided by law or under this Co-operation Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy by that Party.
- 14.4 The rights, powers and remedies provided in this Co-operation Agreement shall be cumulative and not exclusive of any rights, powers and remedies provided by law.

### 15. Severability

In the event that any one or more of the provisions of this Co-operation Agreement shall be determined to be invalid, unenforceable, or illegal, such invalidity, unenforceability or illegality shall not affect any other provision of this Co-operation Agreement. The invalid, unenforceable or illegal provision is to be replaced by an effective provision which comes as close as possible to the original intention of the Parties. The same applies in case of omissions not intended by the Parties.

## 16. Indemnification

Except as otherwise provided in any Implementing Agreement, each Party shall indemnify and hold harmless the other Party, its directors, officers, employees and agents from all liabilities, damages, losses, claims, suits, judgements, costs and expenses, including reasonable attorneys' fees, incurred by the other Party as a result of any claims for damage to or loss of any property or death or injury to any person (but excluding property or employees of the other Party) against it that arise out of or in connection with:

16.1 the performance or failure of performance of the indemnifying Party's obligations hereunder;

and/or

16.2 any products or services received from or supplied by the indemnifying Party in connection with this Co-operation Agreement provided always that:

- (i) the claim is not caused by negligence of the other Party
- (ii) the other Party promptly notifies the indemnifying Party of any such claim in writing;
- (iii) the other Party shall cede (to the extent required and permitted by law) to the indemnifying Party, if the latter so requests, sole control of the defence and any related settlement negotiations;
- (iv) the other Party provides to the indemnifying Party, at the latter's expense, all reasonable information and assistance for such defence or settlement; and
- (v) the indemnifying Party shall not be liable for any settlement of any such claim or suit entered into by the other Party without the indemnifying Party's consent.

### 16.3 Exclusion of consequential damages

Neither party shall be liable for any indirect, special, incidental or consequential damage, including lost revenue, lost profit or lost prospective economic advantage, whether or not foreseeable and whether or not based on contract, statutory liability, tort, warranty claims or otherwise in connection with this Co-operation Agreement, and/or the products or services provided hereunder, and each Party hereby releases and waives any claim against the other Party regarding such damage.

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## 17. Costs and expenses

Save as otherwise stated in this Co-operation Agreement, each Party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Co-operation Agreement and other agreements forming part of the Co-operation.

## 18. Notice

### 18.1 Addresses

Notices, demands, consents, approvals and any other communication required or permitted under this Co-operation Agreement shall be in writing and given to the following addresses (or such other address as the relevant Party may notify to the other Party in writing for the purpose of this Co-operation Agreement.

#### For FI:

Flugleiðir h.f. - Icelandair  
Reykjavík Airport  
101 Reykjavík  
Iceland

Attn: Senior Vice President  
Marketing and Sales

Fax: +354 505 0766

#### For SAS:

Scandinavian Airlines System  
Frösundavägs Allé 1, Solna  
SE-195 87 Stockholm  
Sweden

Attn: Vice President  
Partnership & Alliances

Fax: +46 8 797 54 80

### 18.2 Service

Any notice shall be deemed served when received if transmitted by mail, courier or facsimile.

## 19. No third-party beneficiaries, no assignment

### 19.1 No third-party beneficiaries

No person or entity other than the Parties shall have any rights, claims, benefits or powers under this Co-operation Agreement and this Co-operation shall not be construed or interpreted to confer any right, claims, benefits or powers upon any third party. There are no third party beneficiaries of this Co-operation Agreement.

### 19.2 No assignment

No Party shall assign all or any part of the benefit of, or its rights or benefits under, this Co-operation Agreement. Any purported assignment of this Co-operation Agreement shall have no effect as

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against the other Party. Any purported assignment without the approval of the other Party may be considered a Material Default of this Co-operation Agreement allowing such Party to terminate this Co-operation Agreement in accordance with Clause 9.4 Termination for Cause.

## 20. Entire agreement and variation

### 20.1 Entire agreement

This Co-operation Agreement (together with any Implementing Agreements) constitutes the entire agreement between the Parties relating to the Co-operation and, save to the extent repeated in or expressly preserved by this Co-operation Agreement, supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to the Co-operation, except in the case of fraud.

### 20.2 No representation

Each Party acknowledges that in entering into this Co-operation Agreement it is not relying upon any representation, warranty, promise or assurance made or given by any other person, whether or not in writing, at any time prior to the execution of this Co-operation Agreement, except in the case of fraud.

### 20.3 Variation

This Co-operation Agreement may be *modified* only by a written instrument duly executed *by* or on behalf of each Party.

## 21. Survival

Notwithstanding termination of this Co-operation Agreement,

Clause	11	Governing law and dispute resolution
Clause	12	Confidentiality
Clause	16	Indemnification
Clause	23	Language

shall survive such termination.

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## 22. Affiliates

The terms and conditions of this Co-operation Agreement shall not extend to include an Affiliate of a Party other than SAS Commuter unless the prior written consent of both the other Party and the Affiliate concerned have been obtained.

Neither Party shall make use of its Affiliates in order to circumvent its obligations under this Co-operation Agreement.

## 23. Language

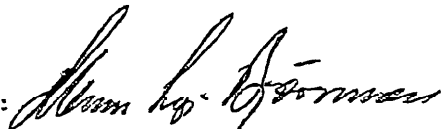
Any communication given delivered or made by one Party to the other under or in connection with this Co-operation Agreement shall be in English. The language to be used in the ordinary conduct of business of the Co-operation shall be English.

IN WITNESS WHEREOF, the parties hereto have caused this Co-operation Agreement to be executed in two (2) counterparts of which *the* parties have taken one each as of the date first above written.

FLUGLEIÐIR H.F. - ICELANDAIR

SCANDINAVIAN AIRLINES SYSTEM  
Denmark-Norway-Sweden

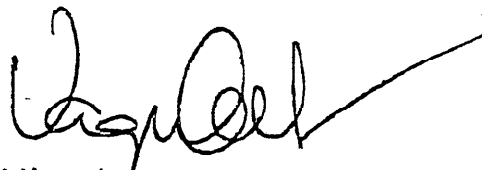
By:



Name: STEINN LONI BJORNSSON

Title: SENIOR VICE PRESIDENT  
MARKETING AND SALES

By:



Name: VAGN SØRENSEN

Title: SENIOR VICE PRESIDENT

## SCHEDULE 1

Definitions

"Affiliate" means, in relation to SAS, its sister consortium SAS Computer, and in relation to both Parties, any parent or subsidiary undertaking of that Party from time to time, in the sense that it either directly or indirectly controls, or owns more than fifty (50) per cent of, one of the Parties, or that it is directly or indirectly controlled or is more than fifty (50) per cent owned by one of the Parties, and such other undertakings as the Joint Co-operation Committee may unanimously decide to include in this definition;

"Approval" means any consent, ruling, approval, authorisation, licence, confirmation, exemption or waiver required or considered appropriate by the Parties in connection with the conclusion and/or implementation of the Co-operation;

"Change of Control" means that another person or entity that is not a party to this Co-operation Agreement becomes the person or entity that controls (as this term is defined below) and/or is able to appoint the majority of the directors of the board (or comparable governing body) of a Party;

"Code Shared Flights" means the services on which the Parties have agreed to Code Share;

"Code Sharing" means the operation by one air carrier of flights for which seats are offered by another air carrier using its own designator code alone or jointly with the Operating Carrier's designator code;

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise;

"Co-operation" means the co-operation formed by the Parties on the basis of and as generally described in Clause 2, the Co-operation;

"Co-operation Agreement" shall have the meaning ascribed to it in Clause 1.5.

"Co-operation Committee" means the operational committee established pursuant to Clause 6.

"Co-operation Routes" means the routes operated by the Parties between the US and Europe and points beyond the US and Europe.

"Hosting" means SAS supplying FI with certain information technology solutions such as inventory control and yield management, as well as distribution of services to other CSR's.

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"Implementing Agreement" means an agreement that is concluded or is to be concluded between the Parties after the date of and pursuant to this Co-operation Agreement, which agreement is intended to define further the details of and put into effect the Co-operation. The Implementing Agreements identified at the time of signing of this Co-operation Agreement are set forth in Schedule 2;

"Insolvency Event" means the occurrence of any of the following events or any analogous event, in relation to a Party, in any part of the world:

(1) any distress, execution, sequestration or other process being levied or enforced upon or sued out against a material part of its undertaking, property or assets which is not discharged within 10 days;

(11) it being unable to pay its debts generally;

(111) it having ceased or threatening to cease wholly or substantially to carry on its business, otherwise than for the purpose of a solvent reconstruction or amalgamation;

(1v) any encumbrancer taking possession of or a receiver, administrator or trustee being appointed over the whole or any material part of its undertaking, property or assets; or

(v) an order being made or resolution passed for its winding up, otherwise than for the purpose of a solvent reconstruction or amalgamation;

"Material", when used in relation to a Party (the "First Party"), means such that, in the reasonable opinion of the terminating or enforcing Party (the "Second Party"), it does or would

(1) prevent the First Party from performing its fundamental obligations to the Second Party under this Co-operation Agreement; or

(1i) substantially deprive the Second Party of the benefit of the performance by the First Party of the First Party's obligations to the Second Party under this Co-operation Agreement; or

(1ii) have a fundamental adverse effect on the business, prospects or assets of the Co-operation or the Second Party

and the expression "Materially" shall be interpreted accordingly;

"Material Default" means a default by either Party in the performance or observance of any obligation set out in this Co-operation Agreement, the effect of which is material;

"Operating Carrier" means the Party operating the aircraft for a Code Shared flight;

"Participating Carrier" means the Party other than the Operating Carrier.

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## SCHEDULE 2

### Implementing Agreements

Implementing Agreements on

1. Code Sharing
2. Hosting
3. Special Fares and **prorate**
4. Marketing and **Sales**
5. Frequent **Flyer** Programs
6. **Station** and Ground handling Service

sub

# Icelandair Route Network

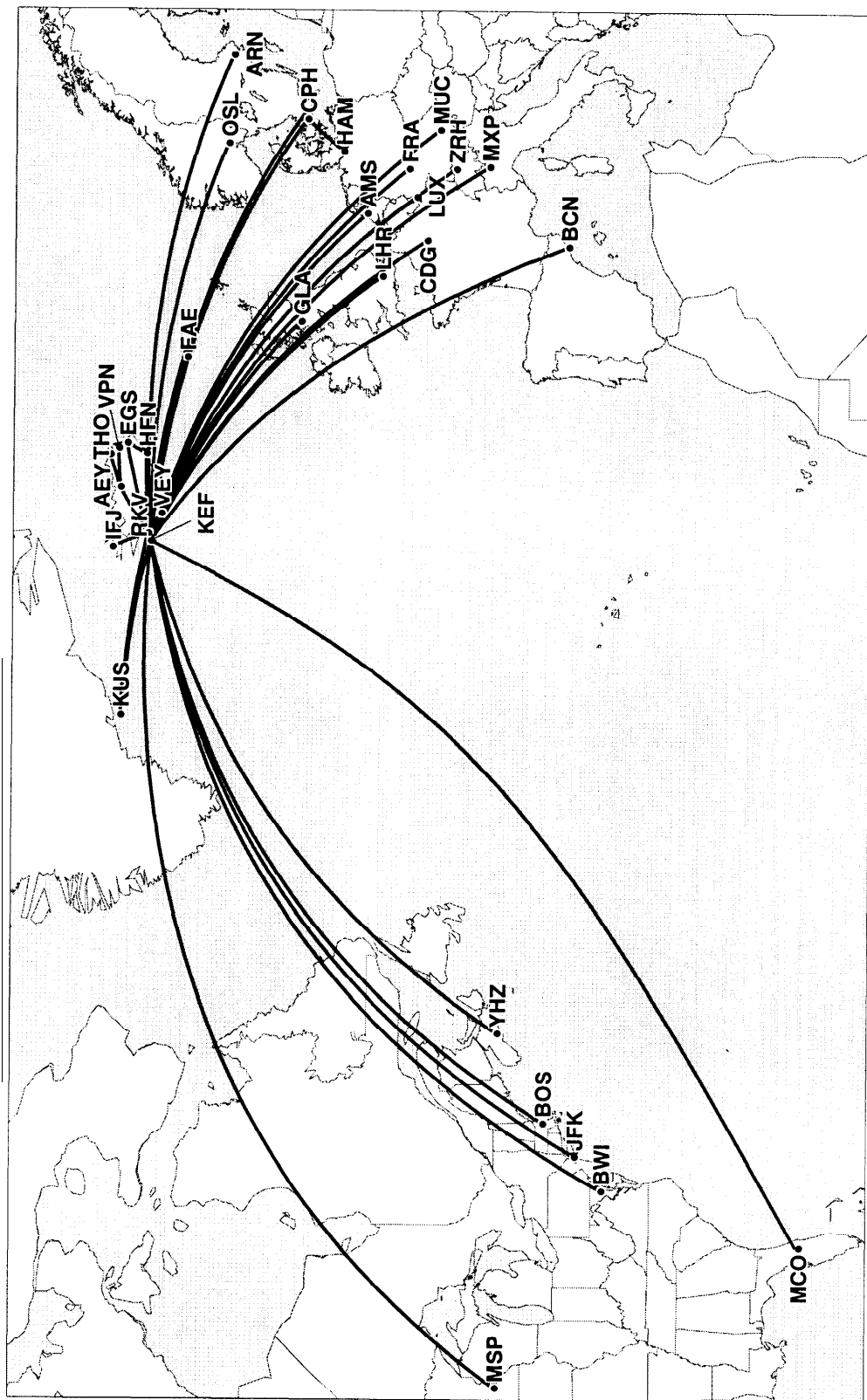
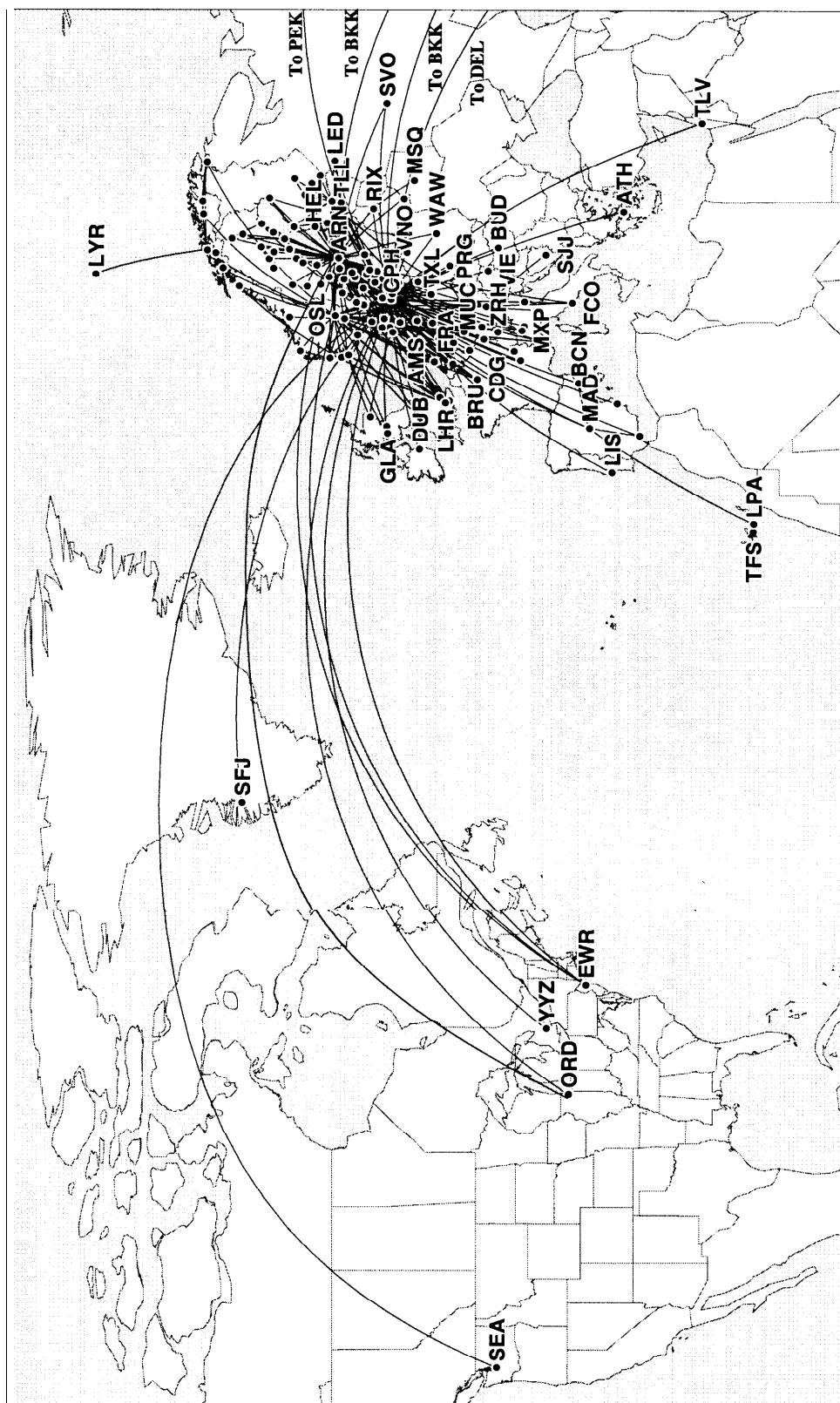


Exhibit JA - 2

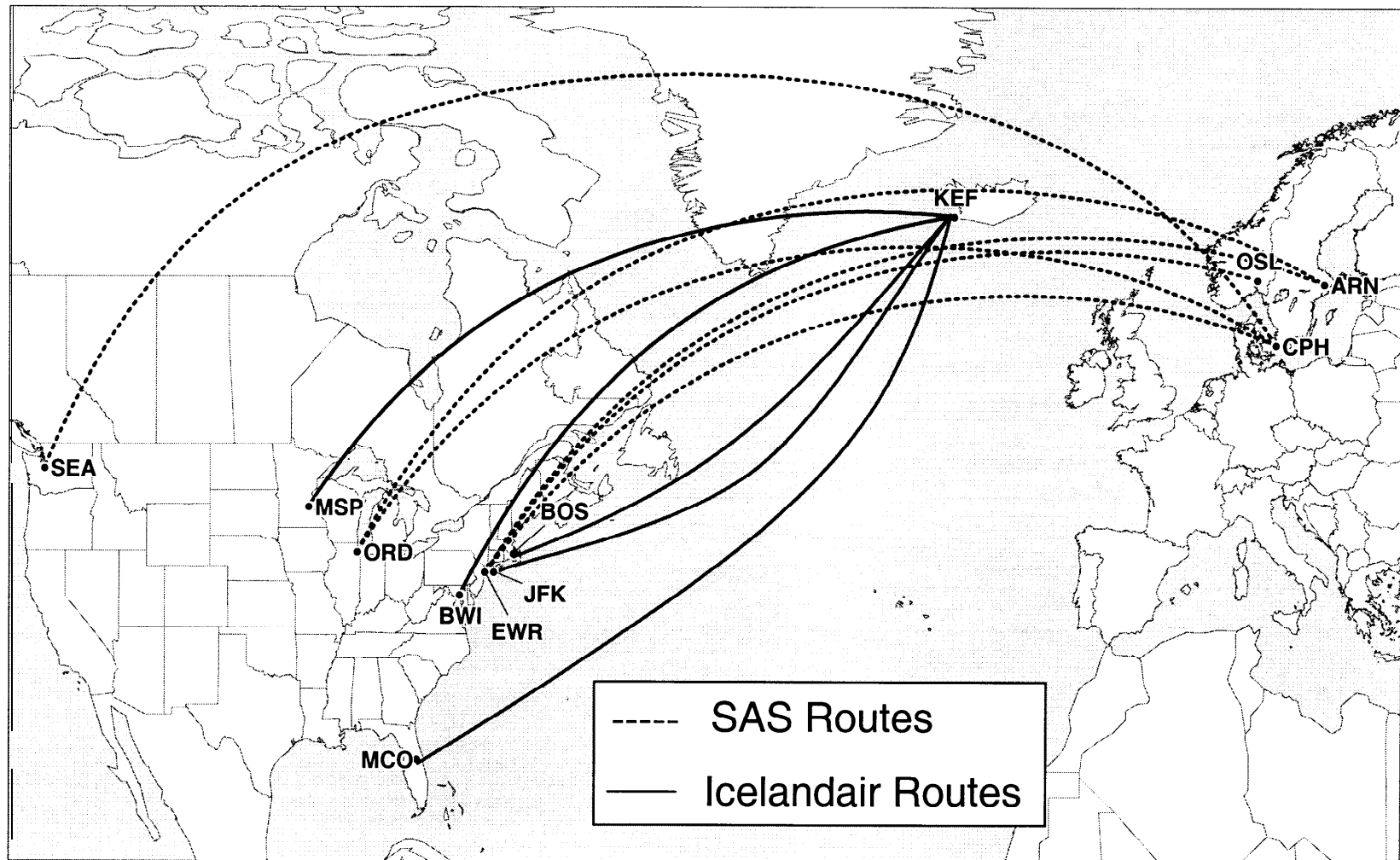
Source OAG Feb. 2000

# SAS Route Network



Source: OAG Feb. 2000

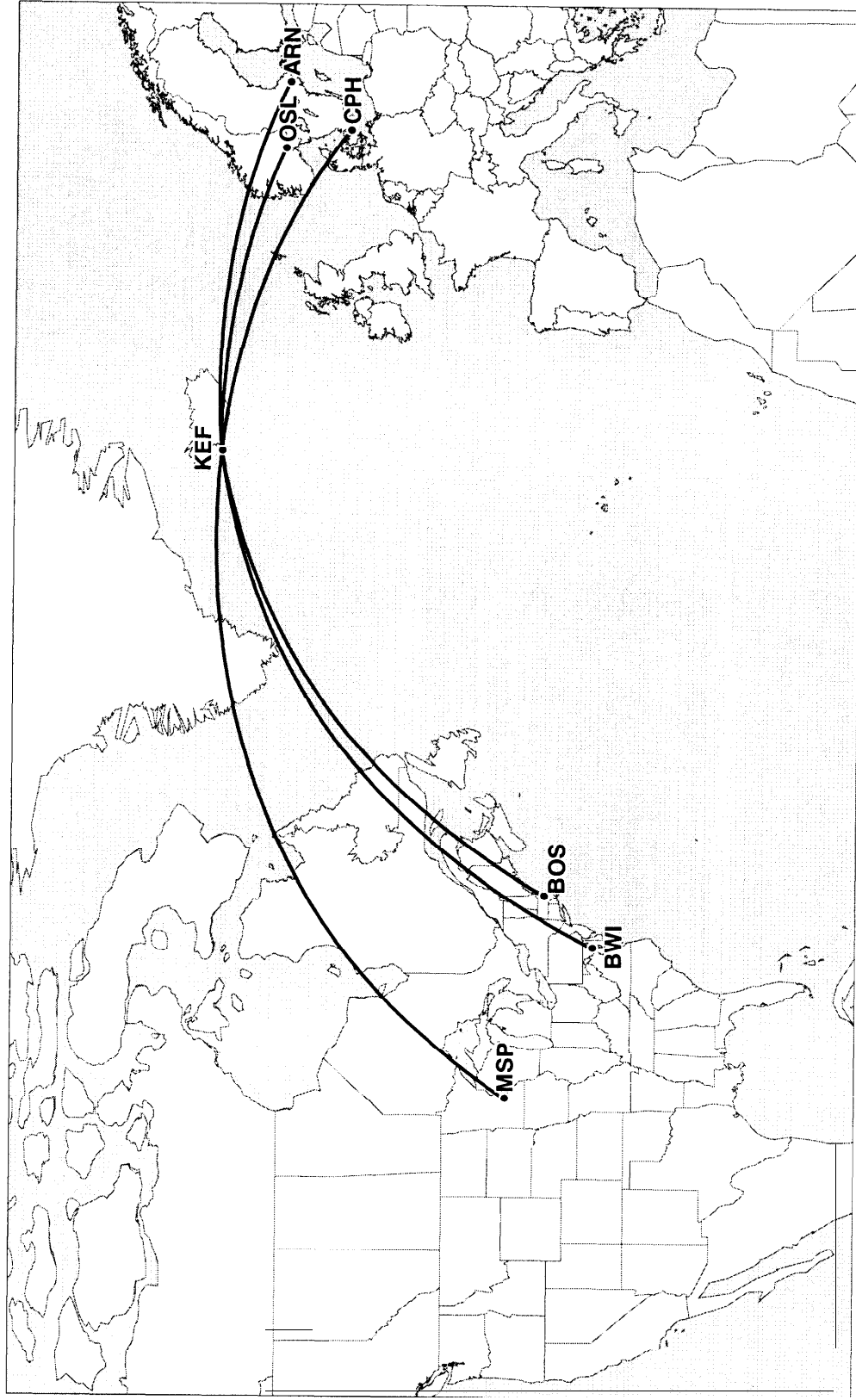
# SAS and Icelandair U.S. Nonstop Markets to Europe



Source: OAG Feb. 2000



# SAS and Icelandair Code Share Routes



Source: OAG Feb. 2000

## Nonstop Service Between the United States and Denmark, Norway, Sweden, and Iceland - February, 2000

### **SAS**

<u>Nonstop Route</u>	<u>Weekly Frequency</u>	<u>Equipment</u>
Newark - Stockholm	14	767-300
Newark - Copenhagen	22	767-300
Newark - Oslo	14	767-300
Chicago - Stockholm	14	767-300
Chicago - Copenhagen	10	767-300
Seattle - Copenhagen	14	767-300

### **Icelandair**

<u>Nonstop Route</u>	<u>Weekly Frequency</u>	<u>Equipment</u>
Boston - Reykjavik	14	757-200
Baltimore - Reykjavik	14	757-200
New York City (JFK) - Reykjavik	14	757-200
Minneapolis - Reykjavik	12	757-200
Orlando - Reykjavik	4	757-200

### **All Other Airlines**

<u>Nonstop Route</u>	<u>Weekly Frequency</u>	<u>Equipment</u>	<u>Airline</u>
Los Angeles - Stockholm	2	L1011-500	Atlantis European
Chicago - Stockholm	14	767-300	American Airlines
New York City (JFK) - Stockholm	14	767-300	Delta Air Lines

Note: Excludes code shares on the services shown

Source: OAG February, 2000

## Population of Denmark, Norway, Sweden, and Iceland - 1999

### Population by Country/Area

	<u>Population</u>	<u>% of Europe</u>
Denmark	5,300,000	0.7%
Norway	4,500,000	0.6%
Sweden	8,900,000	1.2%
Three Countries	18,700,000	2.6%
Iceland	300,000	0.0%
Four Countries	19,000,000	2.6%
Europe	728,000,000	100.0%

Source: Population Reference Bureau  
 - 1999 World Population Data Sheet

## International Air Travelers Between the United States and Denmark, Norway, Sweden, and Iceland - 1998

### **U.S. Travelers to Overseas Countries**

	<u>U.S. Travelers</u>	<u>% of Europe</u>
Denmark	92,276	0.9%
Norway	92,276	0.9%
Sweden	138,414	1.3%
Three Countries	322,966	3.1%
Iceland	23,069	0.2%
Four Countries	346,035	3.3%
Europe	10,404,119	100.0%

### **Overseas Travelers To the U.S.**

	<u>Overseas Travelers</u>	<u>% of Europe</u>
Denmark	142,188	1.3%
Norway	142,188	1.3%
Sweden	308,074	2.9%
Three Countries	592,450	5.6%
Iceland	23,698	0.2%
Four Countries	616,148	5.8%
Europe	10,593,006	100.0%

### **Travelers To and From Overseas**

	<u>Total Travelers</u>	<u>% of Europe</u>
Denmark	234,464	1.1%
Norway	234,464	1.1%
Sweden	446,488	2.1%
Three Countries	915,416	4.4%
Iceland	46,767	0.2%
Four Countries	962,183	4.6%
Europe	20,997,125	100.0%

Source: U.S. Dept. of Commerce - International Trade Administration  
- Survey of International Passengers

## Icelandair Transatlantic Schedules

Icelandair flight frequency to/from USA from Scandinavia via Reykjavik (KEF) airport for:

Summer 1999

Winter 1999/2000

Summer 2000

<b>Summer 1999</b>	Via Keflavik Airport					
	KEF	JFK	BWI	BOS	MSP	MCO
<b>Avg. Frequency per Week</b>	Reykjavik	New York	Baltimore	Boston	Minneapolis	Orlando
Copenhagen	26	7*	7*	6*	6*	0
Oslo	9	7	7	6	6	0
Stockholm	9	7	7	6	6	0

\* Copenhagen flights connecting to/from USA with a layover at KEF of 6 hrs.

<b>Winter 1999/2000</b>	Via Keflavik Airport					
	KEF	JFK	BWI	BOS	MSP	MCO
<b>Avg. Frequency per Week</b>	Reykjavik	New York	Baltimore	Boston	Minneapolis	Orlando
Copenhagen	18	7	7	7	6*	2
Oslo	8	7	7	7	6	2
Stockholm	7	7	7	7	6	2

<b>Summer 2000</b>	Via Keflavik Airport					
	KEF	JFK	BWI	BOS	MSP	MCO
<b>Avg. Frequency per Week</b>	Reykjavik	New York	Baltimore	Boston	Minneapolis	Orlando
Copenhagen	28	7	7	7	7	0
Oslo	9	7	7	7	7	0
Stockholm	10	7	7	7	7	0

Source: Icelandair Planning Department

## SAS Transatlantic Schedules

Summer 1999, Winter 1999/2000, Summer 2000

Period	Flight	City Pair	Equipment	Frequency	Timetable in UTC Times		
S99	SK901/902	CPH-EWR-CPH	767-300ER	DAILY	CPH1740	EWR0205/0355	CPH1125
	SK903/904	ARN-EWR-ARN	767-300ER	DAILY	ARN0840	EWR171 0/21 45	ARN0550
	SK907/908	OSL-EWR-OSL	767-300ER	DAILY	OSL0900	EWR1705/2320	OSL0630
	SK937/938	CPH-SEA-CPH	767-300ER	DAILY	CPH0840	SEA1 835/2025	CPH0555
	SK943/944	CPH-ORD-CPH	767-300ER	DAILY	CPH1340	ORD2240/0300	CPH1 110
	SK945/946	ARN-ORD-ARN	767-300ER	DAILY	ARN0800	ORD1705/2130	ARN0540
W99/00	SK901 /902	CPH-EWR-CPH	767-300ER	DAILY	CPH1830	EWR0315/0455	CPH1225
	SK903/904	ARN-EWR-ARN	767-300ER	DAILY	ARN0940	EWR1825/2245	ARN0640
	SK907/908	OSL-EWR-OSL	767-300ER	DAILY	OSL1 000	EWR1825/0020	OSL0730
	SK937/938	CPH-SEA-CPH	767-300ER	DAILY	CPH0935	SEA1 935/2125	CPH0655
	SK943/944	CPH-ORD-CPH	767-300ER	DAILY	CPH1430	ORD2340/0400	CPH1210
	SK945/946	ARN-ORD-ARN	767-300ER	DAILY	ARN0910	ORD181 0/2230	ARN0650
S00	SK901/902	CPH-EWR-CPH	767-300ER	DAILY	CPH1745	EWR0210/0355	CPH1125
	SK903/904	ARN-EWR-ARN	767-300ER	DAILY	ARN0840	EWR171 0/21 45	ARN0540
	SK907/908	OSL-EWR-OSL	767-300ER	DAILY	OSL0900	EWR1705/2310	OSL0630
	SK937/938	CPH-SEA-CPH	767-300ER	DAILY	CPH1335	SEA2335/0155	CPH1125
	SK943/944	CPH-ORD-CPH	767-300ER	DAILY	CPH1340	ORD2240/0300	CPH1 110
	SK945/946	ARN-ORD-ARN	767-300ER	DAILY	ARN0810	ORD1705/2120	ARN0535

Source: SAS Planning Department

**U.S. - Europe Roundtrip Onboard Statistics - Passengers**  
**YE Q2 1999**  
**Ranked by Operating Carrier/Immunized Alliance**

Rank	Airline	Onboard Passengers	Passenger Share	HHI
1	Lufthansa/SAS/United	7,537,449	17.1%	293
2	British Airways	6,539,126	14.9%	221
3	Austrian/Delta/Sabena/Swissair	6,497,110	14.8%	218
4	Alitalia/KLM/Northwest	4,910,339	11.2%	124
5	American	3,616,077	8.2%	67
6	Virgin	2,822,206	6.4%	41
7	Continental	2,457,370	5.6%	31
8	Air France	1,957,424	4.4%	20
9	US Airways	1,079,152	2.5%	6
10	Aer Lingus	816,598	1.9%	3
11	TWA	704,942	1.6%	3
12	Iberia	692,108	1.6%	2
13	Icelandair	409,538	0.9%	1
14	LOT Polish Airlines	322,496	0.7%	1
15	Air India	304,859	0.7%	0
16	Singapore Airlines	303,241	0.7%	0
17	Air New Zealand	282,684	0.6%	0
18	Martinair	269,956	0.6%	0
19	Aeroflot	250,941	0.6%	0
20	Finnair	217,838	0.5%	0
21	TAP Air Portugal	159,141	0.4%	0
22	LTU	216,391	0.5%	0
23	Royal Jordanian	135,721	0.3%	0
24	Olympic	196,524	0.4%	0
25	Condor	136,696	0.3%	0
	Other	1,182,911	2.7%	1
	<b>Total</b>	<b>44,018,838</b>	<b>100.0%</b>	<b>1,035</b>

Illustration: Assumes SAS and Icelandair combined for statistical purposes

Icelandair/Lufthansa/SAS/United	7,946,987	18.1%	326
New Total HHI			1,067
Change in HHI			32

Note: Data includes statistics of carriers operating the aircraft. Excludes code share partners.

Source: U.S. DOT T-100

# **U.S. - Europe Roundtrip Onboard Statistics - Departures** **YE Q2 1999** **Ranked by Operating Carrier/Immunized Alliance**

Rank	Airline	Actual Departures	Departure Share	HHI
1	Lufthansa/SAS/United	35,956	16.5%	273
2	Austrian/Delta/Sabena/Swissair	35,563	16.3%	267
3	British Airways	27,384	12.6%	158
4	American	24,743	11.4%	129
5	Alitalia/KLM/Northwest	20,085	9.2%	85
6	Continental	13,413	6.2%	38
7	Air France	9,705	4.5%	20
8	Virgin	9,034	4.1%	17
9	US Airways	6,983	3.2%	10
10	TWA	5,034	2.3%	5
11	Aer Lingus	3,625	1.7%	3
12	Iberia	2,987	1.4%	2
13	Icelandair	2,953	1.4%	2
14	Aeroflot	2,263	1.0%	1
15	LOT Polish Airlines	1,926	0.9%	1
16	TAP Air Portugal	1,260	0.6%	0
17	Air India	1,140	0.5%	0
18	Martinair	1,117	0.5%	0
19	Singapore Airlines	1,071	0.5%	0
20	Finnair	900	0.4%	0
21	Air New Zealand	897	0.4%	0
22	LTU	805	0.4%	0
23	Royal Jordanian	801	0.4%	0
24	Olympic	709	0.3%	0
25	Condor	682	0.3%	0
	Other	6,723	3.1%	1
Total		217,759	100.0%	1,013

Illustration: Assumes SAS and Icelandair combined for statistical purposes

Icelandair/Lufthansa/SAS/United	38,909	17.9%	319
New Total HHI			1,058
Change in HHI			45

Note: Data includes statistics of carriers operating the aircraft. Excludes code share partners.

Source: U.S. DOT T-100



**U.S. - Europe Roundtrip Onboard Statistics - Departures**  
**YE Q2 1999**  
**Ranked by Operating Carrier**

Rank	Airline	Actual Departures	Departure Share	HHI
1	British Airways	27,384	12.6%	158
2	American	24,743	11.4%	129
3	Delta	23,661	10.9%	118
4	United	18,732	8.6%	74
5	Continental	13,413	6.2%	38
6	Lufthansa	12,581	5.8%	33
7	Air France	9,705	4.5%	20
8	Virgin	9,034	4.1%	17
9	Northwest	8,428	3.9%	15
10	KLM	7,287	3.3%	11
11	US Airways	6,983	3.2%	10
12	Swissair	6,372	2.9%	9
13	TWA	5,034	2.3%	5
14	SAS	4,643	2.1%	5
15	Alitalia	4,370	2.0%	4
16	Sabena	3,844	1.8%	3
17	Aer Lingus	3,625	1.7%	3
18	Iberia	2,987	1.4%	2
19	Icelandair	2,953	1.4%	2
20	Aeroflot	2,263	1.0%	1
21	LOT Polish Airlines	1,926	0.9%	1
22	Austrian	1,686	0.8%	1
23	TAP Air Portugal	1,260	0.6%	0
24	Air India	1,140	0.5%	0
25	Martinair	1,117	0.5%	0
	Other	12,588	5.8%	2
	Total	217,759	100.0%	661

Note: Data includes statistics of carriers operating the aircraft. Excludes code share partners.

Source: U.S. DOT T-100

# U.S. - Europe Roundtrip Onboard Statistics - Seats

## YE Q2 1999

### Ranked by Operating Carrier/Immunized Alliance

Rank	Airline	Onboard Seats	Seat Share	HHI
1	Lufthansa/SAS/United	9,613,246	16.7%	280
2	British Airways	8,859,043	15.4%	238
3	Austrian/Delta/Sabena/Swissair	8,236,819	14.3%	206
4	Alitalia/KLM/Northwest	6,285,049	10.9%	120
5	American	4,698,395	8.2%	67
6	Virgin	3,448,215	6.0%	36
7	Continental	3,091,822	5.4%	29
8	Air France	2,448,906	4.3%	18
9	US Airways	1,396,571	2.4%	6
10	Aer Lingus	1,120,704	2.0%	4
11	Iberia	954,919	1.7%	3
12	TWA	936,575	1.6%	3
13	Icelandair	556,151	1.0%	1
14	Aeroflot	511,746	0.9%	1
15	Air India	472,025	0.8%	1
16	LOT Polish Airlines	438,586	0.8%	1
17	Singapore Airlines	415,200	0.7%	1
18	Air New Zealand	351,636	0.6%	0
19	Martinair	324,604	0.6%	0
20	Finnair	288,570	0.5%	0
21	TAP Air Portugal	221,130	0.4%	0
22	LTU	277,230	0.5%	0
23	Royal Jordanian	177,414	0.3%	0
24	Olympic	291,006	0.5%	0
25	Condor	183,458	0.3%	0
	Other	1,823,953	3.2%	1
	Total	57,422,973	100.0%	1,015

Illustration: Assumes SAS and Icelandair combined for statistical purposes

Icelandair/Lufthansa/SAS/United	10,169,397	17.7%	314
New Total HHI			1,048
Change in HHI			32

Note: Data includes statistics of carriers operating the aircraft. Excludes code share partners.

Source: U.S. DOT T-100

**U.S. - Europe Roundtrip Onboard Statistics - Seats**  
**YE Q2 1999**  
**Ranked by Operating Carrier**

Rank	Airline	Onboard Seats	Seat Share	HHI
1	British Airways	8,859,043	15.4%	238
2	Delta	5,051,198	8.8%	77
3	United	4,937,884	8.6%	74
4	American	4,698,395	8.2%	67
5	Lufthansa	3,788,540	6.6%	44
6	Virgin	3,448,215	6.0%	36
7	Continental	3,091,822	5.4%	29
8	KLM	2,520,584	4.4%	19
9	Northwest	2,519,948	4.4%	19
10	Air France	2,448,906	4.3%	18
11	Swissair	1,713,106	3.0%	9
12	US Airways	1,396,571	2.4%	6
13	Alitalia	1,244,517	2.2%	5
14	Aer Lingus	1,120,704	2.0%	4
15	Sabena	1,101,581	1.9%	4
16	Iberia	954,919	1.7%	3
17	TWA	936,575	1.6%	3
18	SAS	886,822	1.5%	2
19	Icelandair	556,151	1.0%	1
20	Aeroflot	511,746	0.9%	1
21	Air India	472,025	0.8%	1
22	LOT Polish Airlines	438,586	0.8%	1
23	Singapore Airlines	415,200	0.7%	1
24	Austrian	370,934	0.6%	0
25	Air New Zealand	351,636	0.6%	0
	Other	3,587,365	6.2%	2
	Total	57,422,973	100.0%	663

Note: Data includes statistics of carriers operating the aircraft. Excludes code share partners.

Source: U.S. DOT T-100

**U.S.-Europe Roundtrip Scheduled Service - Departures**  
**February 2000**  
**Ranked by Operating Carrier/Immunized Alliance**

Rank	Airline	Scheduled Departures	Departure Share	HHI
1	Austrian/Delta/Sabena/Swissair	2,814	17.2%	295
2	Lufthansa/SAS/United	2,738	16.7%	279
3	British Airways	2,038	12.4%	155
4	American	1,834	11.2%	125
5	Alitalia/KLM/Northwest	1,322	8.1%	65
6	Continental	1,172	7.2%	51
7	Air France	832	5.1%	26
8	Virgin	784	4.8%	23
9	US Airways	560	3.4%	12
10	Iberia	280	1.7%	3
11	Aer Lingus	272	1.7%	3
12	Icelandair	232	1.4%	2
13	TWA	224	1.4%	2
14	Olympic	128	0.8%	1
15	Aeroflot	120	0.7%	1
16	Martinair	96	0.6%	0
17	LOT Polish Airlines	94	0.6%	0
18	Singapore Airlines	88	0.5%	0
19	TAP Air Portugal	86	0.5%	0
20	Air New Zealand	73	0.4%	0
21	Air India	62	0.4%	0
22	Finnair	56	0.3%	0
23	Royal Jordanian	52	0.3%	0
24	Kuwait Airways	49	0.3%	0
25	Malev Hungarian Airlines	47	0.3%	0
	Other	327	2.0%	0
	Total	16,380	100.0%	1,044

Illustration: Assumes SAS and Icelandair combined for statistical purposes

Icelandair/Lufthansa/SAS/United	2,066	12.6%	159
New Total HHI			1,076
Change in HHI			32

Note: Data includes statistics of carriers operating the aircraft. Excludes code share partners.

Source: February 2000 OAG

**U.S.-Europe Roundtrip Scheduled Service - Seats**  
**February 2000**  
**Ranked by Operating Carrier/Immunized Alliance**

Rank	Airline	Scheduled Seats	Seat Share	HHI
1	British Airways	651,088	14.9%	221
2	Lufthansa/SAS/United	757,890	17.3%	299
3	Austrian/Delta/Sabena/Swissair	659,394	15.1%	227
4	Alitalia/KLM/Northwest	405,816	9.3%	86
5	American	385,768	8.8%	78
6	Continental	307,180	7.0%	49
7	Virgin	286,722	6.5%	43
8	Air France	241,592	5.5%	30
9	US Airways	113,680	2.6%	7
10	Aer Lingus	79,984	1.8%	3
11	Iberia	79,360	1.8%	3
12	Icelandair	43,848	1.0%	1
13	TWA	43,352	1.0%	1
14	Singapore Airlines	34,584	0.8%	1
15	Air India	26,688	0.6%	0
16	Aeroflot	24,880	0.6%	0
17	Air New Zealand	24,192	0.6%	0
18	Martinair	23,184	0.5%	0
19	LOT Polish Airlines	21,817	0.5%	0
20	TAP Air Portugal	16,992	0.4%	0
21	Finnair	16,678	0.4%	0
22	Olympic	16,326	0.4%	0
23	Kuwait Airways	14,693	0.3%	0
24	LTU	13,301	0.3%	0
25	Spanair	10,571	0.2%	0
	Other	80,916	1.8%	0
Total		4,380,497	100.0%	1,051

Illustration: Assumes SAS and Icelandair combined for statistical purposes

Icelandair/Lufthansa/SAS/United	801,738	18.3%	335
New Total HHI			1,086
Change in HHI			35

Note: Data includes statistics of carriers operating the aircraft. Excludes code share partners.

Source: February 2000 OAG

## U.S. - Denmark Nonstop Service YE 99Q2

### Departures

Carrier	Departures	Share	HHI
SAS (Before Immunization)	2,721	100.0%	10,000
Total	2,721	100.0%	10,000
SAS/Icelandair (After Immunization)	2,721	100.0%	10,000
New Total HHI			10,000
Change in HHI			

### Onboard Passengers

Carrier	Passengers	Share	HHI
SAS (Before Immunization)	399,421	100.0%	10,000
Total	399,421	100.0%	10,000
SAS/Icelandair (After Immunization)	399,421	100.0%	10,000
New Total HHI			10,000
Change in HHI			

### Seats

Carrier	Seats	Share	HHI
SAS (Before Immunization)	521,385	100.0%	10,000
Total	521,385	100.0%	10,000
SAS/Icelandair (After Immunization)	521,385	100.0%	10,000
New Total HHI			10,000
Change in HHI			

Source: U.S. DOT T-100

## U.S. - Norway Nonstop Service YE 99Q2

### Departures

Carrier	Departures	Share	HHI
Northwest	121	14.4%	207
SAS (Before Immunization)	720	85.6%	7,329
Total	841	100.0%	7,536
SAS/Icelandair (After Immunization)	720	85.6%	7,329
New Total HHI			7,536
Change in HHI			-

### Onboard Passengers

Carrier	Passengers	Share	HHI
Northwest	4,132	13.7%	187
SAS (Before Immunization)	26,069	86.3%	7,451
Total	30,201	100.0%	7,638
SAS/Icelandair (After Immunization)	26,069	86.3%	7,451
New Total HHI			7,638
Change in HHI			

### Seats

Carrier	Seats	Share	HHI
Northwest	7,452	18.0%	323
SAS (Before Immunization)	34,001	82.0%	6,728
Total	41,453	100.0%	7,051
SAS/Icelandair (After Immunization)	34,001	82.0%	6,728
New Total HHI			7,051
Change in HHI			

Source: U.S. DOT T-100

## U.S. - Sweden Nonstop Service YE 99Q2

### Departures

Carrier	Departures	Share	HHI
American	707	28.3%	803
Delta	586	23.5%	552
SAS (Before Immunization)	1,202	48.2%	2,321
Total	2,495	100.0%	3,676
SAS/Icelandair (After Immunization)	1,202	48.2%	2,321
New Total HHI			3,676
Change in HHI			

### Onboard Passengers

Carrier	Passengers	Share	HHI
American	102,914	29.9%	891
Delta	85,907	24.9%	621
SAS (Before Immunization)	155,904	45.2%	2,045
Total	344,725	100.0%	3,558
SAS/Icelandair (After Immunization)	155,904	45.2%	2,045
New Total HHI			3,558
Change in HHI			-

### Seats

Carrier	Seats	Share	HHI
American	140,516	28.7%	823
Delta	120,849	24.7%	609
SAS (Before Immunization)	228,527	46.6%	2,176
Total	489,892	100.0%	3,607
SAS/Icelandair (After Immunization)	228,527	46.6%	2,176
New Total HHI			3,607
Change in HHI			

Source: U.S. DOT T-100



**Summary of Quality of Service (QSI)  
HHI  
February 2000**

Market	Before Immunization	After Immunization	Market Change
<u>NYC - Copenhagen</u>			
Carrier	3,046	3,115	69
Immunized Alliances	6,585	6,702	117
<u>NYC - Oslo</u>			
Carrier	2,918	3,023	104
Immunized Alliances	5,800	5,966	166
<u>NYC - Stockholm</u>			
Carrier	2,534	2,587	53
Immunized Alliances	4,241	4,328	87

Note: New York City includes EWR and JFK.

Source: February 2000 OAG and ga<sup>2</sup> QSI model. See Exhibit JA - 33.

**New York City - Copenhagen Quality of Service (QSI)  
Market Share By Carrier  
February 2000**

Carrier	QSI Share		HHI		Market Change
	Before Immunization	After Immunization	Before Immunization	After Immunization	
FI	0.7%	0.0%	1		
SK	47.5%	0.0%	2,252		
FI & SK	0.0%	48.2%		2,322	
AC	2.2%	2.2%	5	5	
AF	2.9%	2.9%	8	8	
AZ	1.5%	1.5%	2	2	
BA	2.9%	2.9%	8	8	
CO	1.5%	1.5%	2	2	
DL	2.7%	2.7%	7	7	
EI	0.1%	0.1%	0	0	
KL	1.8%	1.8%	3	3	
LH	3.9%	3.9%	15	15	
NW	1.8%	1.8%	3	3	
RO	0.0%	0.0%	0	0	
SN	2.0%	2.0%	4	4	
SR	1.1%	1.1%	1	1	
TP	0.4%	0.4%	0	0	
UA	27.1%	27.1%	733	733	
Total	100.0%	100.0%	3,046	3,115	69

Note: New York City includes EWR and JFK.

Source: February 2000 OAG and ga<sup>2</sup> QSI model. See Exhibit JA - 33.

**New York City - Oslo Quality of Service (QSI)  
Market Share By Carrier  
February 2000**

Carrier	QSI Share		HHI		Market Change
	Before Immunization	After Immunization	Before Immunization	After Immunization	
FI	1.1%	0.0%	1		
SK	47.1%	0.0%	2,222		
FI & SK	0.0%	48.2%		2,328	
AC	1.1%	1.1%	1	1	
AF	2.7%	2.7%			
BA	4.6%	4.6%	22	22	
CO	1.6%	1.6%	3	3	
DL	6.9%	6.9%	48	48	
KL	2.2%	2.2%	5	5	
LH	2.4%	2.4%	6	6	
NW	2.2%	2.2%	5	5	
SN	2.3%	2.3%	5	5	
SR	1.2%	1.2%	1	1	
UA	24.5%	24.5%	599	599	
Total	100.0%	100.0%	2,918	3,023	104

Note: New York City includes EWR and JFK.

Source: February 2000 OAG and ga<sup>2</sup> QSI model. See Exhibit JA - 33.

**New York City - Stockholm Quality of Service (QSI)  
Market Share By Carrier  
February 2000**

Carrier	QSI Share		HHI		Market Change
	Before Immunization	After Immunization	Before Immunization	After Immunization	
FI	0.8%	0.0%	1		
SK	33.5%	0.0%	1,119		
FI & SK	0.0%	34.2%		1,173	
AA	1.1%	1.1%	1	1	
AC	1.2%	1.2%	1	1	
AF	1.5%	1.5%	2	2	
AY	0.7%	0.7%	0	0	
AZ	0.7%	0.7%	1	1	
BA	1.3%	1.3%	2	2	
CO	0.7%	0.7%	1	1	
DL	33.0%	33.0%	1,091	1,091	
IB	0.3%	0.3%	0	0	
KL	1.6%	1.6%	2	2	
LH	2.6%	2.6%	7	7	
NW	1.6%	1.6%	2	2	
SN	1.3%	1.3%	2	2	
SR	0.8%	0.8%	1	1	
UA	17.4%	17.4%	301	301	
Total	100.0%	100.0%	2,534	2,587	53

Note: New York City includes EWR and JFK.

Source: February 2000 OAG and ga<sup>2</sup> QSI model. See Exhibit JA - 33.

**New York City - Stockholm Quality of Service (QSI)  
Market Share By Carrier Grouped By Immunized Alliance  
February 2000**

Carrier	QSI Share		HHI		Market Change
	Before Immunization	After Immunization	Before Immunization	After Immunization	
FI	0.8%	0.0%	1		
AC/LH/SK/UA	54.6%	0.0%	2,984		
FI & AC/LH/SK/UA	0.0%	55.4%		3,072	
AA	1.1%	1.1%	1	1	
AF	1.5%	1.5%	2	2	
AY	0.7%	0.7%	0	0	
AZ/KL/NW	3.9%	3.9%	15	15	
BA	1.3%	1.3%	2	2	
CO	0.7%	0.7%	1	1	
DL/OS/SN/SR	35.1%	35.1%	1,234	1,234	
IB	0.3%	0.3%	0	0	
Total	100.0%	100.0%	4,241	4,328	87

Note: New York City includes EWR and JFK.

Source: February 2000 OAG and ga<sup>2</sup> QSI model. See Exhibit JA - 33.

**New York City - Copenhagen Quality of Service (QSI)  
Market Share By Carrier Grouped By Immunized Alliance  
February 2000**

Carrier	QSI Share		HHI		Market Change
	Before Immunization	After Immunization	Before Immunization	After Immunization	
FI	0.7%	0.0%	1		
AC/LH/SK/UA	80.7%	0.0%	6,505		
FI & AC/LH/SK/UA	0.0%	81.4%		6,623	
AF	2.9%	2.9%	8	8	
AZ/KL/NW	5.1%	5.1%	26	26	
BA	2.9%	2.9%	8	8	
CO	1.5%	1.5%	2	2	
DL/OS/SN/SR	5.8%	5.8%	34	34	
EI	0.1%	0.1%	0	0	
RO	0.0%	0.0%	0	0	
TP	0.4%	0.4%	0	0	
Total	100.0%	100.0%	6,585	6,702	117

Note: New York City includes EWR and JFK.

Source: February 2000 OAG and ga<sup>2</sup> QSI model. See Exhibit JA - 33

**New York City - Oslo Quality of Service (QSI)**  
**Market Share By Carrier Grouped By Immunized Alliance**  
**February 2000**

Carrier	QSI Share		HHI		
	Before Immunization	After Immunization	Before Immunization	After Immunization	Market Change
FI	1.1%	0.0%	1		
AC/LH/SK/UA	75.1%	0.0%	5,639		
FI & AC/LH/SK/UA	0.0%	76.2%		5,806	
AF	2.7%	2.7%	7	7	
BA	4.6%	4.6%	22	22	
CO	1.6%	1.6%	3	3	
DL/OS/SN/SR	10.4%	10.4%	109	109	
AZ/KL/NW	4.4%	4.4%	19	19	
Total	100.0%	100.0%	5,800	5,966	166

Note: New York City includes EWR and JFK.

Source: February 2000 OAG and ga<sup>2</sup> QSI model. See Exhibit JA - 33.

**New York City - Denmark MIDT Bookings**  
**Market Share By Carrier**  
**1999**

Carrier	MIDT Share		HHI		Market Change
	Before Immunization	After Immunization	Before Immunization	After Immunization	
FI	6.3%	0.0%	39		
SK	48.9%	0.0%	2,390		
FI & SK	0.0%	55.2%		3,043	
BA	13.4%	13.4%	180	180	
KL	7.7%	7.7%	59	59	
AF	6.3%	6.3%	40	40	
LH	4.0%	4.0%	16	16	
CO	2.8%	2.8%	8	8	
UA	2.6%	2.6%	7	7	
DL	1.8%	1.8%	3	3	
SN	1.7%	1.7%	3	3	
NW	1.2%	1.2%	1	1	
AZ	1.0%	1.0%	1	1	
SR	0.7%	0.7%	0	0	
AY	0.5%	0.5%	0	0	
AA	0.5%	0.5%	0	0	
VS	0.3%	0.3%	0	0	
LG	0.1%	0.1%	0	0	
Other	0.2%	0.2%	0	0	
Total	100.0%	100.0%	2,748	3,362	614

Note: New York City includes EWR and JFK.

Source: MIDT



**New York City - Norway MIDT Bookings**  
**Market Share By Carrier**  
**1999**

Carrier	MIDT Share		HHI		Market Change
	Before Immunization	After Immunization	Before Immunization	After Immunization	
FI	8.5%	0.0%	72		
SK	58.0%	0.0%	3,360		
FI & SK	0.0%	66.5%		4,416	
KL	11.3%	11.3%	128	128	
BA	8.2%	8.2%	68	68	
AF	3.9%	3.9%	15	15	
UA	2.4%	2.4%	6	6	
AY	1.7%	1.7%	3	3	
CO	1.5%	1.5%	2	2	
NW	1.4%	1.4%	2	2	
DL	1.2%	1.2%	1	1	
LH	0.6%	0.6%	0	0	
AA	0.5%	0.5%	0	0	
SN	0.3%	0.3%	0	0	
SR	0.2%	0.2%	0	0	
VS	0.1%	0.1%	0	0	
SQ	0.0%	0.0%	0	0	
TW	0.0%	0.0%	0	0	
Other	0.1%	0.1%	0	0	
Total	100.0%	100.0%	3,658	4,643	985

Note: New York City includes EWR and JFK.

Source: MIDT

**New York City - Sweden MIDT Bookings**  
**Market Share By Carrier**  
**1999**

Carrier	MIDT Share		HHI		
	Before Immunization	After Immunization	Before Immunization	After Immunization	Market Change
FI	6.4%	0.0%	41		
SK	42.2%	0.0%	1,783		
FI & SK	0.0%	48.6%		2,361	
DL	21.1%	21.1%	447	447	
KL	7.0%	7.0%	48	48	
BA	6.7%	6.7%	45	45	
AF	4.8%	4.8%	23	23	
LH	2.6%	2.6%	7	7	
AY	2.4%	2.4%	6	6	
UA	1.8%	1.8%	3	3	
CO	1.2%	1.2%	1	1	
SN	1.1%	1.1%	1	1	
AA	0.9%	0.9%	1	1	
NW	0.9%	0.9%	1	1	
SR	0.4%	0.4%	0	0	
LG	0.2%	0.2%	0	0	
VS	0.1%	0.1%	0	0	
OS	0.1%	0.1%	0	0	
Other	0.1%	0.1%	0	0	
Total	100.0%	100.0%	2,407	2,944	537

Note: New York City includes EWR and JFK.

Source: MIDT

**New York City - Denmark MIDT Bookings**  
**Market Share By Carrier Grouped By Immunized Alliance**  
**1999**

Carrier	MIDT Share		HHI		Market Change
	Before Immunization	After Immunization	Before Immunization	After Immunization	
FI	6.3%	0.0%	39		
AC/LH/SK/UA	55.6%	0.0%	3,087		
FI & AC/LH/SK/UA	0.0%	61.8%		3,823	
BA	13.4%	13.4%	180	180	
AZ/KL/NW	9.9%	9.9%	98	98	
AF	6.3%	6.3%	40	40	
DL/OS/SN/SR	4.2%	4.2%	17	17	
CO	2.8%	2.8%	8	8	
AY	0.5%	0.5%	0	0	
AA	0.5%	0.5%	0	0	
VS	0.3%	0.3%	0	0	
LG	0.1%	0.1%	0	0	
Other	0.1%	0.1%	0	0	
Total	100.0%	100.0%	3,469	4,166	697

Note: New York City includes EWR and JFK.

Source: MIDT

**New York City - Norway MIDT Bookings**  
**Market Share By Carrier Grouped By Immunized Alliance**  
**1999**

Carrier	MIDT Share		HHI		Market Change
	Before Immunization	After Immunization	Before Immunization	After Immunization	
FI	8.5%	0.0%	72		
AC/LH/SK/UA	61.0%	0.0%	3,724		
FI & AC/LH/SK/UA	0.0%	69.5%		4,833	
AZ/KL/NW	12.7%	12.7%	162	162	
BA	8.2%	8.2%	68	68	
AF	3.9%	3.9%	15	15	
AY	1.7%	1.7%	3	3	
CO	1.5%	1.5%	2	2	
DL/OS/SN/SR	1.7%	1.7%	3	3	
AA	0.5%	0.5%	0	0	
VS	0.1%	0.1%	0	0	
SQ	0.0%	0.0%	0	0	
TW	0.0%	0.0%	0	0	
Other	0.1%	0.1%	0	0	
Total	100.0%	100.0%	4,050	5,086	1,037

Note: New York City includes EWR and JFK.

Source: MIDT

**New York City - Sweden MIDT Bookings**  
**Market Share By Carrier Grouped By Immunized Alliance**  
**1999**

Carrier	MIDT Share		HHI		
	Before Immunization	After Immunization	Before Immunization	After Immunization	Market Change
FI	6.4%	0.0%	41		
AC/LH/SK/UA	46.5%	0.0%	2,167		
FI & AC/LH/SK/UA	0.0%	52.9%		2,800	
DL/OS/SN/SR	22.7%	22.7%	517	517	
AZ/KI/NW	7.8%	7.8%	61	61	
BA	6.7%	6.7%	45	45	
AF	4.8%	4.8%	23	23	
AY	2.4%	2.4%	6	6	
CO	1.2%	1.2%	1	1	
AA	0.9%	0.9%	1	1	
LG	0.2%	0.2%	0	0	
VS	0.1%	0.1%	0	0	
Other	0.1%	0.1%	0	0	
Total	100.0%	100.0%	2,862	3,455	593

Note: New York City includes EWR and JFK.

Source: MIDT

**Summary of MIDT  
HHI  
1999**

Market	Before Immunization	After Immunization	Market Change
<u>NYC - Denmark</u>			
Carrier	2,748	3,362	614
Immunized Alliances	3,469	4,166	697
<u>NYC - Norway</u>			
Carrier	3,658	4,643	985
Immunized Alliances	4,050	5,086	1,037
<u>NYC - Sweden</u>			
Carrier	2,407	2,944	537
Immunized Alliances	2,862	3,455	593

Note: New York City includes EWR and JFK.

Source: MIDT

# New York City - Copenhagen Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
SK	EWR	CPH	763	912	1815	755	201	229	0	--T---	4	4.000	4.0%
SK	EWR	CPH	763	912	1815	755	201	229	0	MTW-FSS	24	24.000	24.0%
UA	EWR	CPH	763	9364	1815	755	201	229	0	MTWTFSS	28	14.000	14.0%
SK	EWR	CPH	763	902	2355	1325	201	206	0	---T--S	2	2.000	2.0%
SK	EWR	CPH	763	902	2355	1325	201	229	0	--W----	4	4.000	4.0%
SK	EWR	CPH	763	902	2355	1325	204	229	0	---F--	4	4.000	4.0%
SK	EWR	CPH	763	902	2355	1325	210	210	0	--T---	1	1.000	1.0%
SK	EWR	CPH	763	902	2355	1325	213	229	0	--T--S	5	5.000	5.0%
SK	EWR	CPH	763	902	2355	1325	228	229	0	M-----	1	1.000	1.0%
UA	EWR	CPH	763	9366	2355	1325	201	203	0	--TF-S	1	0.500	0.5%
UA	EWR	CPH	763	9366	2355	1325	202	202	0	--W----	1	0.500	0.5%
UA	EWR	CPH	763	9366	2355	1325	204	204	0	---F--	1	0.500	0.5%
UA	EWR	CPH	763	9366	2355	1325	206	206	0	-----S	1	0.500	0.5%
UA	EWR	CPH	763	9366	2355	1325	209	209	0	I - W - -	1	0.500	0.5%
UA	EWR	CPH	763	9366	2355	1325	210	210	0	- - T -	1	0.500	0.5%
UA	EWR	CPH	763	9366	2355	1325	211	225	0	--W-F--	5	2.500	2.5%
UA	EWR	CPH	763	9366	2355	1325	213	227	0	- - T - S	5	2.500	2.5%
UA	EWR	CPH	763	9366	2355	1325	228	229	0	M-W-F--	1	0.500	0.5%
AC	EWR	CPH	D9S/767	737/882	1520	755	228	229		M-W--M-	1	0.026	0.0%
AC	EWR	CPH	D9S/767	737/882	1520	755	201	229		--I-F-	8	0.207	0.2%
AC	EWR	CPH	D9S/767	737/882	1520	755	201	214	1	M-----	2	0.052	0.1%
LH	EWR	CPH	340/737	411/6258	1620	920	201	229		MT----S	12	0.311	0.3%
DL	EWR	CPH	333/ARJ	2884/2739	1635	1110	227	229		MTWTF-S	2	0.024	0.0%
DL	EWR	CPH	333/ARJ	2884/2739	1635	1110	201	226	1	MTWTF-S	22	0.266	0.3%
SN	EWR	CPH	333/AR8	538/771	1635	850	212	229		----S-	3	0.078	0.1%
SN	EWR	CPH	333/733	538/771	1635	850	212	229		----F--	2	0.052	0.1%
SN	EWR	CPH	333/735	538/771	1635	850	212	229		MTWT--S	12	0.311	0.3%
SN	EWR	CPH	332/733	538/771	1635	850	211	211		----F--	1	0.026	0.0%
SN	EWR	CPH	333/AR8	538/771	1635	850	201	210	1	----S-	1	0.026	0.0%
SN	EWR	CPH	333/733	538/771	1635	850	201	210		----F--	1	0.026	0.0%
SN	EWR	CPH	333/735	538/771	1635	850	201	210		MTWT--S	8	0.207	0.2%

# **New York City - Copenhagen Quality of Service (QSI) February 2000**

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
AF	EWR	CPH	744/735	3/1750	1705	910	201	229	1	MTWTFSS	28	0.725	0.7%
c o	EWR	CPH	744/735	80/9789	1705	910	201	229	1	MTWTFSS	28	0.725	0.7%
LH	EWR	CPH	340/M80	409/6206	1715	830	201	229	1	MTWTFSS	28	0.725	0.7%
UA	EWR	CPH	763/M81	9368/9305	1745	950	201	229	1	MTWTF-S	24	0.622	0.6%
SK	EWR	CPH	763/M81	904/1419	1745	950	201	229	1	MTWTF-S	24	0.622	0.6%
AC	EWR	CPH	767/M80	9324/9372	1745	950	201	229	1	MTWTF-S	24	0.622	0.6%
UA	EWR	CPH	763/M81	9368/9303	1745	940	201	229	1	MTWTFSS	28	0.725	0.7%
SK	EWR	CPH	763/M81	904/405	1745	940	201	229	1	MTWTFSS	28	0.725	0.7%
AC	EWR	CPH	767/M80	9324/9370	1745	940	201	229	1	MTWTFSS	28	0.725	0.7%
UA	EWR	CPH	343/321	3514/3688	1750	935	219	219	1	MTWTFSS	1	0.026	0.0%
UA	EWR	CPH	343/321	3514/3688	1750	935	208	219	1	MTWTF-S	10	0.259	0.3%
UA	EWR	CPH	343/320	3514/3688	1750	935	208	213	1	_----S-	1	0.026	0.0%
LH	EWR	CPH	340/32S	403/3162	1750	935	208	213	1	_----S-	1	0.026	0.0%
LH	EWR	CPH	340/32S	403/3162	1750	935	219	219	1	MTWTFSS	1	0.026	0.0%
LH	EWR	CPH	340/32S	403/3162	1750	935	208	219	1	MTWTF-S	10	0.259	0.3%
LH	EWR	CPH	747/32S	403/3162	1800	935	223	229	1	_W----	1	0.026	0.0%
LH	EWR	CPH	747/32S	403/3162	1800	935	221	221	1	M-----	1	0.026	0.0%
LH	EWR	CPH	747/32S	403/3162	1800	935	220	229	1	_T-T-SS	5	0.130	0.1%
LH	EWR	CPH	747/32S	403/3162	1800	935	205	206	1	_----S-	1	0.026	0.0%
LH	EWR	CPH	747/32S	403/3162	1800	935	205	205	1	_----SS	1	0.026	0.0%
LH	EWR	CPH	747/32S	403/3162	1800	935	206	206	1	-----s	1	0.026	0.0%
LH	EWR	CPH	747/32S	403/3162	1800	935	204	205	1	M--F-	1	0.026	0.0%
LH	EWR	CPH	747/32S	403/3162	1800	935	206	207	1	M-F-	1	0.026	0.0%
LH	EWR	CPH	340/32S	403/3162	1800	935	201	203	1	MTWT-SS	3	0.078	0.1%
UA	EWR	CPH	742/321	3514/3688	1800	935	220	229	1	MTWTFSS	9	0.233	0.2%
UA	EWR	CPH	742/321	3514/3688	1800	935	206	207	1	M--TF-S	2	0.052	0.1%
UA	EWR	CPH	742/320	3514/3688	1800	935	205	207	1	_----S-	1	0.026	0.0%
UA	EWR	CPH	742/321	3514/3688	1800	935	203	205	1	M--TFSS	3	0.078	0.1%
UA	EWR	CPH	343/321	3514/3688	1800	935	201	202	1	_TW--S-	2	0.052	0.1%
LH	EWR	CPH	747/32S	403/3162	1800	935	228	229	1	Mm-m--	1	0.026	0.0%
LH	EWR	CPH	747/32S	403/3162	1800	935	225	229	1	--F-	1	0.026	0.0%



# **New York City - Copenhagen Quality of Service (QSI) February 2000**

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
AZ	EWR	CPH	777/AR7	601/126	1805	1115	201	229	1	-WTFSS	20	0.518	0.5%
AZ	EWR	CPH	777/ARJ	601/126	1805	1115	201	229	1	MT-----	8	0.207	0.2%
AC	EWR	CPH	737/767	5955/9332	1815	1310	216	229	1	----SS	13	0.157	0.2%
AC	EWR	CPH	727/767	5955/9332	1815	1310	201	215	1	-----S	13	0.157	0.2%
NW	EWR	CPH	D10/737	58/8427	1820	1140	201	229	1	MTWTFSS	28	0.339	0.3%
KL	EWR	CPH	D1 0/737	6058/1127	1820	1140	201	229	1	MTWTFSS	28	0.339	0.3%
TP	EWR	CPH	313/320	1332/5810	1905	1305	201	229	1	-WT--S	12	0.145	0.1%
TP	EWR	CPH	313/320	1332/5800	1905	1305	215	229	1	M-F--	4	0.048	0.0%
TP	EWR	CPH	313/320	1332/5800	1905	1305	201	213	1	M - F -	3	0.036	0.0%
UA	EWR	CPH	735/763	663/9390	1915	1310	216	229	1	MTWTF--	9	0.109	0.1%
AC	EWR	CPH	737/767	5465/9332	1915	1310	216	229	1	MTWTF--	9	0.109	0.1%
UA	EWR	CPH	735/763	663/9390	1915	1310	206	207	1	M-----	1	0.012	0.0%
UA	EWR	CPH	735/763	663/9390	1915	1310	201	205	1	MTWTF--	4	0.048	0.0%
UA	EWR	CPH	735/763	663/9390	1915	1310	208	215	1	MTWTF--	6	0.073	0.1%
AC	EWR	CPH	737/767	5465/9332	1915	1310	201	215	1	MTWTF--	11	0.133	0.1%
UA	EWR	CPH	763/M81	9370/9339	1920	1340	201	229	1	-T---S-	28	0.339	0.3%
SK	EWR	CPH	763/M81	908/457	1920	1040	201	229	1	MTWTFSS	28	0.725	0.7%
UA	EWR	CPH	777/763	906/9384	1940	1410	218	229	1	----S-	4	0.048	0.0%
UA	EWR	CPH	777/M90	906/9384	1940	1410	213	229	1	_T-----	12	0.145	0.1%
UA	EWR	CPH	777/763	906/9384	1940	1410	204	213	1	----S-	4	0.048	0.0%
UA	EWR	CPH	777/M90	906/9384	1940	1410	201	211	1	MT-----	8	0.097	0.1%
BA	EWR	CPH	777/757	188/816	2035	1500	201	229	1	_---F--	8	0.097	0.1%
BA	EWR	CPH	777/757	188/812	2035	1415	201	229	1	_---F--	4	0.048	0.0%
BA	EWR	CPH	777/320	188/812	2035	1340	201	229	1	----S-	4	0.104	0.1%
BA	EWR	CPH	777/757	188/812	2035	1340	201	229	1	MTWT--S	20	0.518	0.5%
EI	EWR	CPH	332/735	106/622	2130	1550	210	218	2	---T-S-	3	0.007	0.0%
EI	EWR	CPH	332/735	106/622	2130	1550	219	229	2	-T-S-	3	0.007	0.0%
EI	EWR	CPH	332/735	106/622	2130	1550	207	218	2	MT---	4	0.010	0.0%
EI	EWR	CPH	332/735	106/622	2130	1550	219	222	2	M T - -	2	0.005	0.0%
EI	EWR	CPH	330/735	106/622	2130	1550	206	206	2	_-----S	1	0.002	0.0%
EI	EWR	CPH	330/735	106/622	2130	1550	201	203	1	MT-T--S	2	0.024	0.0%

# **New York City - Copenhagen Quality of Service (QSI) February 2000**

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
CO	EWR	CPH	D10/735	54/9835	2155	1445	201	229		MTWTFSS	28	0.725	0.7%
AF	EWR	CPH	D10/735	19/2350	2155	1445	201	229		MTWTFSS	28	0.725	0.7%
SR	EWR	CPH	332/319	105/404	2335	1635	214	215	1	M-----	1	0.026	0.0%
SR	EWR	CPH	332/319	105/404	2335	1635	201	226		_TWTFSS	23	0.596	0.6%
SR	EWR	CPH	332/319	105/404	2335	1635	227	229		M-----S	2	0.052	0.1%
SR	EWR	CPH	332/AR1	105/404	2335	1635	226	227	1	_m--S-	1	0.026	0.0%
SR	EWR	CPH	332/320	105/404	2335	1635	221	222		M-----	1	0.026	0.0%
SR	EWR	CPH	332/320	105/404	2335	1635	201	208	1	M-----	1	0.026	0.0%
DL	EWR	CPH	332/319	2665/2922	2335	1635	214	221		MTWTFSS	8	0.207	0.2%
DL	EWR	CPH	332/320	2665/2922	2335	1635	207	208		M-----	1	0.026	0.0%
DL	EWR	CPH	332/319	2665/2922	2335	1635	201	214		_TWTFSS	12	0.311	0.3%
DL	EWR	CPH	332/ARJ	2665/2922	2335	1635	226	227		_mm--S-	1	0.026	0.0%
DL	EWR	CPH	332/319	2665/2922	2335	1635	222	226	1	_TWTF--	4	0.104	0.1%
DL	EWR	CPH	332/320	2665/2922	2335	1635	221	222		M-----	1	0.026	0.0%
DL	EWR	CPH	332/319	2665/2922	2335	1635	228	229	1	M-----	1	0.026	0.0%
DL	EWR	CPH	332/319	2665/2922	2335	1635	227	228	1	_----S	1	0.026	0.0%
AF	JFK	CPH	SSC/735	1/1250	800	2105	201	229	1	_----S-	4	0.104	0.1%
AF	JFK	CPH	SSC/733	1/1250	800	2105	201	229	1	MTWTF-S	24	0.622	0.6%
UA	JFK	CPH	742/321	3516/3688	1650	935	219	229		MTWTFSS	10	0.259	0.3%
UA	JFK	CPH	742/321	3516/3688	1650	935	206	219		MTWTF-S	12	0.311	0.3%
UA	JFK	CPH	742/320	3516/3688	1650	935	205	213		_----S-	2	0.052	0.1%
UA	JFK	CPH	742/321	3516/3688	1650	935	201	205		MTWTFSS	5	0.130	0.1%
LH	JFK	CPH	747/32S	401/3162	1650	935	227	229		_-----S	1	0.026	0.0%
LH	JFK	CPH	747/32S	401/3162	1650	935	220	220		_-----S	1	0.026	0.0%
LH	JFK	CPH	747/32S	401/3162	1650	935	213	213		_W-S--S	1	0.026	0.0%
LH	JFK	CPH	747/32S	401/3162	1650	935	206	206		_-----S	1	0.026	0.0%
LH	JFK	CPH	747/32S	401/3162	1650	935	204	205		_---F--	1	0.026	0.0%
LH	JFK	CPH	747/32S	401/3162	1650	935	219	229		_---F--	1	0.026	0.0%
LH	JFK	CPH	747/32S	401/3162	1650	935	206	219	1	---F--	2	0.052	0.1%
LH	JFK	CPH	747/32S	401/3162	1650	935	202	205		I-W----	1	0.026	0.0%
LH	JFK	CPH	747/32S	401/3162	1650	935	219	229		--W--	1	0.026	0.0%

# **New York City - Copenhagen Quality of Service (QSI) February 2000**

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
LH	JFK	CPH	747/32S	401/3162	1650	935	206	219	1	-W----	2	0.052	0.1%
LH	JFK	CPH	747/32S	401/3162	1650	935	205	213	1	----S-	2	0.052	0.1%
LH	JFK	CPH	747/32S	401/3162	1650	935	201	205	1	MT-T-S-	3	0.078	0.1%
LH	JFK	CPH	747/32S	401/3162	1650	935	219	229	1	MT-T-S-	6	0.155	0.2%
LH	JFK	CPH	747/32S	401/3162	1650	935	206	219	1	MT-T---	6	0.155	0.2%
BA	JFK	CPH	747/757	114/814	1700	1025	201	201	1	- T - -	1	0.026	0.0%
UA	JFK	CPH	757/763	1778/9390	1730	1310	220	229	1	-----S	2	0.024	0.0%
AC	JFK	CPH	757/767	5987/9332	1730	1310	220	229	1	-----S	2	0.024	0.0%
UA	JFK	CPH	757/763	1778/9390	1740	1310	206	207	1	-----S	1	0.012	0.0%
UA	JFK	CPH	757/763	1778/9390	1740	1310	208	213	1	-----S	1	0.012	0.0%
AC	JFK	CPH	757/767	5987/9332	1740	1310	201	213	1	-----S	2	0.024	0.0%
AZ	JFK	CPH	747/AR7	605/126	1750	1115	201	229	1	-WTFSS	20	0.518	0.5%
AZ	JFK	CPH	747/ARJ	605/126	1750	1115	201	229	1	M T - -	8	0.207	0.2%
RO	JFK	CPH	313/733	4/323	1800	1310	201	229	1	M-----	4	0.048	0.0%
BA	JFK	CPH	747/757	112/814	1800	1025	202	228	1	MTWTFSS	27	0.699	0.7%
NW	JFK	CPH	74M/737	8642/8427	1815	1140	201	226	1	M-WTFSS	22	0.570	0.6%
NW	JFK	CPH	747/737	8642/8427	1815	1140	201	215	1	_T-----	3	0.078	0.1%
KL	JFK	CPH	747/737	642/1127	1815	1140	227	228	1	M-----S	2	0.052	0.1%
KL	JFK	CPH	74M/737	642/1127	1815	1140	209	226	1	-WTFSS-	12	0.311	0.3%
KL	JFK	CPH	74M/737	642/1127	1815	1140	206	221	1	MW-S--S	6	0.155	0.2%
KL	JFK	CPH	747/737	642/1127	1815	1140	201	229	1	- T - -	4	0.104	0.1%
KL	JFK	CPH	74M/737	642/1127	1815	1140	201	205	1	---T-S-	2	0.052	0.1%
KL	JFK	CPH	74M/737	642/1127	1815	1140	201	204	1	--W-F--	2	0.052	0.1%
NW	JFK	CPH	747/737	8642/8427	1815	1140	228	229	1	MT--F--	1	0.026	0.0%
NW	JFK	CPH	747/737	8642/8427	1815	1140	222	227	1	-T----S	2	0.052	0.1%
SR	JFK	CPH	332/320	101/402	1825	1210	217	217	1	_--T---	1	0.012	0.0%
SR	JFK	CPH	332/320	101/402	1825	1210	210	210	1	_--T---	1	0.012	0.0%
SR	JFK	CPH	332/319	101/402	1825	1210	207	208	1	M-----	1	0.012	0.0%
SR	JFK	CPH	332/AR8	101/402	1825	1210	205	206	1	-----S-	1	0.012	0.0%
SR	JFK	CPH	332/AR1	101/402	1825	1210	212	213	1	----S-	1	0.012	0.0%
SR	JFK	CPH	332/320	101/402	1825	1210	208	219	1	M-W--	3	0.036	0.0%

# **New York City - Copenhagen Quality of Service (QSI) February 2000**

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
SR	JFK	CPH	332/AR8	101/402	1825	1210	219	219	1	_----S-	1	0.012	0.0%
SR	JFK	CPH	M11/320	101/402	1825	1210	202	202	1	_-W----	1	0.012	0.0%
SR	JFK	CPH	M11/321	101/402	1825	1210	204	205	1	_---F--	1	0.012	0.0%
SR	JFK	CPH	M11/320	101/402	1825	1210	201	204	1	_T--F--	2	0.024	0.0%
SR	JFK	CPH	M11/319	101/402	1825	1210	225	226	1	_---F--	1	0.012	0.0%
SR	JFK	CPH	M11/320	101/402	1825	1210	206	207	1	_----S	1	0.012	0.0%
SR	JFK	CPH	M11/319	101/402	1825	1210	211	212	1	_---F--	1	0.012	0.0%
SR	JFK	CPH	M11/320	101/402	1825	1210	208	229	1	_T----S	6	0.073	0.1%
SR	JFK	CPH	M11/321	101/402	1825	1210	218	219	1	_---F--	1	0.012	0.0%
SR	JFK	CPH	M11/320	101/402	1825	1210	201	203	1	M--T---	1	0.012	0.0%
DL	JFK	CPH	M11/320	101/2952	1825	1210	227	229	1	_T----S	1	0.012	0.0%
DL	JFK	CPH	M11/319	101/2952	1825	1210	225	226	1	_---F--	1	0.012	0.0%
DL	JFK	CPH	332/320	101/2952	1825	1210	227	229	1	M-WT---	1	0.012	0.0%
DL	JFK	CPH	332/ARJ	101/2952	1825	1210	226	227	1	_----S-	1	0.012	0.0%
DL	JFK	CPH	332/320	101/2952	1825	1210	224	225	1	M-WT---	1	0.012	0.0%
DL	JFK	CPH	M11/320	101/2952	1825	1210	221	223	1	MTW----	3	0.036	0.0%
DL	JFK	CPH	M11/320	101/2952	1825	1210	206	207	1	_----S	1	0.012	0.0%
DL	JFK	CPH	M11/321	101/2952	1825	1210	218	219	1	_---F--	1	0.012	0.0%
DL	JFK	CPH	M11/320	101/2952	1825	1210	213	220	1	_T----S	3	0.036	0.0%
DL	JFK	CPH	M11/319	101/2952	1825	1210	211	212	1	_---F--	1	0.012	0.0%
DL	JFK	CPH	M11/320	101/2952	1825	1210	208	211	1	_T-----	1	0.012	0.0%
DL	JFK	CPH	332/ARJ	101/2952	1825	1210	205	206	1	_----S-	1	0.012	0.0%
DL	JFK	CPH	332/320	101/2952	1825	1210	213	219	1	M-WT---	3	0.036	0.0%
DL	JFK	CPH	332/ARJ	101/2952	1825	1210	212	219	1	_----S-	2	0.024	0.0%
DL	JFK	CPH	332/320	101/2952	1825	1210	208	211	1	_--WT---	2	0.024	0.0%
DL	JFK	CPH	332/319	101/2952	1825	1210	207	208	1	M-----	1	0.012	0.0%
DL	JFK	CPH	M11/321	101/2952	1825	1210	204	204	1	_---F--	1	0.012	0.0%
DL	JFK	CPH	M11/320	101/2952	1825	1210	201	203	1	MTWT--S	3	0.036	0.0%
SR	JFK	CPH	332/AR1	101/402	1825	1210	226	229	1	_----S-	1	0.012	0.0%
SR	JFK	CPH	332/320	101/402	1825	1210	224	229	1	M--T---	2	0.024	0.0%
SR	JFK	CPH	M11/320	101/402	1825	1210	223	223	1	_--W----	1	0.012	0.0%

# **New York City - Copenhagen Quality of Service (QSI) February 2000**

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
SR	JFK	CPH	M11/320	101/402	1825	1210	221	221	1	M-----	1	0.012	0.0%
SK	JFK	CPH	763/763	3916/502	1855	1410	218	229	1	_---FS-	4	0.048	0.0%
SK	JFK	CPH	763/763	3916/502	1855	1410	204	213	1	_---FS-	4	0.048	0.0%
SK	JFK	CPH	763/M90	3916/502	1855	1410	201	229	1	MTWT--S	20	0.242	0.2%
TP	JFK	CPH	313/320	1314/5810	1855	1305	215	229	1	-----S	2	0.024	0.0%
TP	JFK	CPH	313/320	1314/5800	1855	1305	215	229	1	IT---S-	4	0.048	0.0%
TP	JFK	CPH	313/320	1314/5800	1855	1305	201	212	1	-T---S-	4	0.048	0.0%
SN	JFK	CPH	763/AR1	548/773	1905	1110	227	229	1	MTWTF-S	2	0.052	0.1%
SN	JFK	CPH	763/733	548/773	1905	1110	225	226	1	_---F--	1	0.026	0.0%
SN	JFK	CPH	763/AR1	548/773	1905	1110	201	225	1	MTWTF-S	22	0.570	0.6%
DL	JFK	CPH	763/ARJ	140/2739	1905	1110	227	229	1	MTWTF-S	2	0.052	0.1%
DL	JFK	CPH	763/ARJ	140/2739	1905	1110	201	226	1	MTWTF-S	22	0.570	0.6%
FI	JFK	CPH	752/752	614/204	2000	1205	201	229	1	MTWTFSS	28	0.725	0.7%
BA	JFK	CPH	744/320	176/812	2030	1340	210	214	1	_----S-	1	0.026	0.0%
BA	JFK	CPH	744/757	176/812	2030	1340	210	214	1	M--T--S	3	0.078	0.1%
BA	JFK	CPH	747/757	176/812	2030	1340	202	229	1	_W----	4	0.104	0.1%
BA	JFK	CPH	744/320	176/812	2030	1340	201	207	1	_----S-	1	0.026	0.0%
BA	JFK	CPH	744/757	176/812	2030	1340	201	207	1	MT-T--S	4	0.104	0.1%
BA	JFK	CPH	744/320	176/812	2030	1340	217	229	1	_----S-	2	0.052	0.1%
BA	JFK	CPH	744/757	176/812	2030	1340	217	229	1	MT-T--S	7	0.181	0.2%
UA	JFK	CPH	763/M90	904/9384	2100	1410	217	229	1	-T-T---	3	0.078	0.1%
UA	JFK	CPH	763/763	904/9384	2100	1410	218	229	1	_ - + \$	4	0.104	0.1%
UA	JFK	CPH	763/M90	904/9384	2100	1410	216	229	1	M-W---S	6	0.155	0.2%
UA	JFK	CPH	763/M90	904/9384	2100	1410	213	215	1	-T-T---	1	0.026	0.0%
UA	JFK	CPH	763/M90	904/9384	2100	1410	201	211	1	-T-T---	4	0.104	0.1%
UA	JFK	CPH	763/M90	904/9384	2100	1410	213	214	1	M-W---S	2	0.052	0.1%
UA	JFK	CPH	763/763	904/9384	2100	1410	204	213	1	_---FS-	4	0.104	0.1%
UA	JFK	CPH	763/M90	904/9384	2100	1410	201	211	1	M-W---S	4	0.104	0.1%
LH	JFK	CPH	747/M90	6371/6222	2115	1400	201	229	1	MTWTFSS	28	0.725	0.7%
LH	JFK	CPH	747/M90	405/6222	2150	1400	222	229	1	_T-----	1	0.026	0.0%
LH	JFK	CPH	747/M90	405/6222	2150	1400	216	216	1	_W----	1	0.026	0.0%

## New York City - Copenhagen Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
LH	JFK	CPH	747/M90	405/6222	2150	1400	215	215	1	_T-----	1	0.026	0.0%
LH	JFK	CPH	747/M90	405/6222	2150	1400	209	209	1	_-W----	1	0.026	0.0%
LH	JFK	CPH	747/M90	405/6222	2150	1400	208	208	1	_T-----	1	0.026	0.0%
LH	JFK	CPH	747/M90	405/6222	2150	1400	204	229	1	_---F--	4	0.104	0.1%
LH	JFK	CPH	747/M90	405/6222	2150	1400	202	202	1	_-W----	1	0.026	0.0%
LH	JFK	CPH	747/M90	405/6222	2150	1400	201	229	1	M--T--S	12	0.311	0.3%
LH	JFK	CPH	747/M90	405/6222	2150	1400	201	201	1	_T-----	1	0.026	0.0%
LH	JFK	CPH	747/M90	405/6222	2150	1400	223	229	1	_-W----	1	0.026	0.0%
BA	JFK	CPH	747/757	116/816	2215	1500	201	229	1	_----S-	4	0.104	0.1%
BA	JFK	CPH	747/320	116/816	2215	1500	201	229	1	MTWT--S	20	0.518	0.5%
BA	JFK	CPH	777/757	116/816	2215	1500	201	229	1	_---F--	4	0.104	0.1%
BA	JFK	CPH	777/757	116/812	2215	1415	201	229	1	_---F--	4	0.104	0.1%
DL	JFK	CPH	777/735	8271/8426	2300	1445	201	229	1	MTWTFSS	28	0.725	0.7%
AF	JFK	CPH	777/735	Sep-50	2300	1445	201	229	1	MTWTFSS	28	0.725	0.7%
NW	JFK	CPH	747/737	8644/8431	2315	1530	204	204	1	_---F--	1	0.026	0.0%
NW	JFK	CPH	74M/737	8644/8431	2315	1530	201	229	1	MTWTFSS	28	0.725	0.7%
KL	JFK	CPH	747/737	644/1131	2315	1530	204	204	1	_---F--	1	0.026	0.0%
KL	JFK	CPH	74M/737	644/1131	2315	1530	201	228	1	MTWTFSS	28	0.725	0.7%
SN	JFK	CPH	333/AR1	542/775	2325	1610	209	216	1	_ -WT---	3	0.078	0.1%
SN	JFK	CPH	342/AR1	542/775	2325	1610	205	215	1	MT---SS	8	0.207	0.2%
SN	JFK	CPH	342/AR1	542/775	2325	1610	201	203	1	MTWT-SS	3	0.078	0.1%
SN	JFK	CPH	342/AR1	542/775	2325	1610	217	229	1	MTWT-SS	10	0.259	0.3%
Total												99.900	100.0%
Source: February 2000 OAG and ga <sup>2</sup> QSI model													

# **New York City - Oslo Quality of Service (QSI)** **February 2000**

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
SK	EWR	OSL	763	908	1920	830	201	229	0	MTWTFSS	28	28.000	42.7%
UA	EWR	OSL	763	9370	1920	830	201	229	0	MTWTFSS	28	14.000	21.4%
SN	EWR	OSL	333/146	538/787	1635	1125	212	229	1	_---F--	2	0.024	0.0%
SN	EWR	OSL	333/733	538/787	1635	1125	212	229	1	MTWT--S	12	0.145	0.2%
SN	EWR	OSL	332/146	538/787	1635	1125	211	211	1	_---F--	1	0.012	0.0%
SN	EWR	OSL	333/146	538/787	1635	1125	201	210	1	_---F--	1	0.012	0.0%
SN	EWR	OSL	333/733	538/787	1635	1125	201	210	1	MTWT--S	8	0.097	0.1%
DL	EWR	OSL	333/733	2884/2767	1635	1125	206	229	1	MTWT--S	17	0.206	0.3%
DL	EWR	OSL	333/146	2884/2767	1635	1125	204	229	1	_---F--	4	0.048	0.1%
DL	EWR	OSL	333/733	2884/2767	1635	1125	201	204	1	MTWT--S	3	0.036	0.1%
AF	EWR	OSL	744/735	Mar-74	1705	1155	201	229	1	MTWTFSS	28	0.339	0.5%
c o	EWR	OSL	744/735	80/9791	1705	1155	201	229	1	MTWTFSS	28	0.339	0.5%
LH	EWR	OSL	340/CRJ	409/5202	1715	1205	201	229	1	_---F--	4	0.048	0.1%
LH	EWR	OSL	340/CRJ	409/5212	1715	920	201	229	1	MTWT--S	20	0.518	0.8%
UA	EWR	OSL	763/M90	9368/9319	1745	950	223	229	1	MTWT--S	4	0.104	0.2%
UA	EWR	OSL	763/M81	9368/9319	1745	950	201	223	1	MTWT--S	17	0.440	0.7%
SK	EWR	OSL	763/M90	904/483	1745	950	223	229	1	MTWT--S	4	0.104	0.2%
SK	EWR	OSL	763/M81	904/483	1745	950	201	223	1	MTWT--S	17	0.440	0.7%
LH	EWR	OSL	340/32S	403/3028	1750	1155	208	219	1	MTWTFSS	12	0.145	0.2%
LH	EWR	OSL	747/32S	403/3028	1800	1155	223	224	1	_W----	1	0.012	0.0%
LH	EWR	OSL	747/32S	403/3028	1800	1155	221	221	1	M-----	1	0.012	0.0%
LH	EWR	OSL	747/32S	403/3028	1800	1155	226	229	1	_T-T-SS	2	0.024	0.0%
LH	EWR	OSL	747/737	403/3028	1800	1155	224	226	1	_--T---	1	0.012	0.0%
LH	EWR	OSL	747/32S	403/3028	1800	1155	220	224	1	_T-T-SS	3	0.036	0.1%
LH	EWR	OSL	747/32S	403/3028	1800	1155	205	206	1	-----SS	2	0.024	0.0%
LH	EWR	OSL	747/32S	403/3028	1800	1155	204	207	1	M---F--	2	0.024	0.0%
LH	EWR	OSL	340/32S	403/3028	1800	1155	201	203	1	MTWT-SS	3	0.036	0.1%
LH	EWR	OSL	747/32S	403/3028	1800	1155	228	229	1	M-----	1	0.012	0.0%
LH	EWR	OSL	747/737	403/3028	1800	1155	225	226	1	_---F--	1	0.012	0.0%
SK	EWR	OSL	763/M87	912/1460	1815	955	226	229	1	MTW-FSS	3	0.078	0.1%
SK	EWR	OSL	763/M87	912/1460	1815	955	220	225	1	-T-----S	2	0.052	0.1%

# New York City - Oslo Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
SK	EWR	OSL	763/M81	912/1460	1815	955	219	226	1	M-W-FS-	5	0.130	0.2%
SK	EWR	OSL	763/M87	912/1460	1815	955	201	219	1	MTW-FSS	16	0.414	0.6%
SK	EWR	OSL	763/M87	912/1460	1815	955	220	225	1	--T---	1	0.026	0.0%
SK	EWR	OSL	763/M87	912/1460	1815	955	201	219	1	--T---	3	0.078	0.1%
AC	EWR	OSL	767/M80	9326/9361	1815	955	201	229	1	MTWTFSS	28	0.725	1.1%
NW	EWR	OSL	D10/737	58/8543	1820	1145	201	229	1	MTWTFSS	28	0.339	0.5%
KL	EWR	OSL	D10/737	6058/1143	1820	1145	201	229	1	MTWTFSS	28	0.339	0.5%
UA	EWR	OSL	777/M90	906/9380	1940	1340	201	229	1	MTWTFSS	28	0.339	0.5%
BA	EWR	OSL	777/320	188/764	2035	1310	201	229	1	MTWTF-S	24	0.622	0.9%
BA	EWR	OSL	777/757	188/764	2035	1255	201	229	1	----S-	4	0.104	0.2%
co	EWR	OSL	D10/319	54/9793	2155	1455	201	229	1	MTWTFSS	28	0.725	1.1%
AF	EWR	OSL	D10/319	19/2374	2155	1455	201	229	1	MTWTFSS	28	0.725	1.1%
SR	EWR	OSL	332/332	105/416	2335	1620	228	229	1	M <sup>B</sup> -B-B-	1	0.026	0.0%
SR	EWR	OSL	332/320	105/416	2335	1620	227	228	1	-s--sS	1	0.026	0.0%
SR	EWR	OSL	332/319	105/416	2335	1620	226	227	1	----S-	1	0.026	0.0%
SR	EWR	OSL	332/320	105/416	2335	1620	205	226	1	MTWTFSS	22	0.570	0.9%
SR	EWR	OSL	332/319	105/416	2335	1620	203	205	1	--TF--	2	0.052	0.1%
SR	EWR	OSL	332/320	105/416	2335	1620	201	203	1	MTWTFSS	3	0.078	0.1%
DL	EWR	OSL	332/320	2665/2628	2335	1620	201	203	1	MTWTFSS	3	0.078	0.1%
DL	EWR	OSL	332/332	2665/2628	2335	1620	228	229	1	M <sup>m</sup> -m--	1	0.026	0.0%
DL	EWR	OSL	332/320	2665/2628	2335	1620	227	228	1	-----S	1	0.026	0.0%
DL	EWR	OSL	332/319	2665/2628	2335	1620	226	227	1	----S-	1	0.026	0.0%
DL	EWR	OSL	332/320	2665/2628	2335	1620	205	226	1	MTWTFSS	22	0.570	0.9%
DL	EWR	OSL	332/319	2665/2628	2335	1620	204	205	1	---F--	1	0.026	0.0%
DL	EWR	OSL	332/319	2665/2628	2335	1620	203	204	1	--T---	1	0.026	0.0%
SK	EWR	OSL	763/M81	902/1454	2355	1605	228	229	1	M-----	1	0.026	0.0%
SK	EWR	OSL	763/M81	902/1454	2355	1605	213	229	1	---T--S	5	0.130	0.2%
SK	EWR	OSL	763/M81	902/1454	2355	1605	210	210	1	--T---	1	0.026	0.0%
SK	EWR	OSL	763/736	902/1454	2355	1605	204	229	1	---F--	4	0.104	0.2%
SK	EWR	OSL	763/M81	902/1454	2355	1605	201	229	1	-W----	4	0.104	0.2%
SK	EWR	OSL	763/M81	902/1454	2355	1605	201	206	1	---T--S	2	0.052	0.1%



# New York City - Oslo Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
UA	EWR	OSL	763/M81	9366/9346	2355	1530	201	203		--TF-S	1	0.026	0.0%
SK	EWR	OSL	763/M81	902/464	2355	1530	228	229		M-----	1	0.026	0.0%
SK	EWR	OSL	763/M81	902/464	2355	1530	213	229		---T--S	5	0.130	0.2%
SK	EWR	OSL	763/M81	902/464	2355	1530	210	210		--T---	1	0.026	0.0%
SK	EWR	OSL	763/M81	902/464	2355	1530	204	229	1	---F--	4	0.104	0.2%
SK	EWR	OSL	763/M81	902/464	2355	1530	201	229		I - W - -	4	0.104	0.2%
SK	EWR	OSL	763/M81	902/464	2355	1530	201	206		- T - S	2	0.052	0.1%
UA	EWR	OSL	763/M81	9366/9346	2355	1530	228	229		~-W-F-	1	0.026	0.0%
UA	EWR	OSL	763/M81	9366/9346	2355	1530	213	227		---T--S	5	0.130	0.2%
UA	EWR	OSL	763/M81	9366/9346	2355	1530	211	225	1	--W-F--	5	0.130	0.2%
UA	EWR	OSL	763/M81	9366/9346	2355	1530	210	210		- - T -	1	0.026	0.0%
UA	EWR	OSL	763/M81	9366/9346	2355	1530	209	209		_W----	1	0.026	0.0%
UA	EWR	OSL	763/M81	9366/9346	2355	1530	206	206	1	-----S	1	0.026	0.0%
UA	EWR	OSL	763/M81	9366/9346	2355	1530	204	204		---F--	1	0.026	0.0%
UA	EWR	OSL	763/M81	9366/9346	2355	1530	202	202	1	I - W - -	1	0.026	0.0%
SK	EWR	OSL	763/M87	902/1450	2355	1520	228	229		M-----	1	0.026	0.0%
SK	EWR	OSL	763/M87	902/1450	2355	1520	213	216	1	---T--S	1	0.026	0.0%
SK	EWR	OSL	763/M87	902/1450	2355	1520	217	229	1	---T--S	4	0.104	0.2%
SK	EWR	OSL	763/M87	902/1450	2355	1520	210	210		--T---	1	0.026	0.0%
SK	EWR	OSL	763/M81	902/1450	2355	1520	216	217	1	_W----	1	0.026	0.0%
SK	EWR	OSL	763/M87	902/1450	2355	1520	201	216		_W----	3	0.078	0.1%
SK	EWR	OSL	763/M87	902/1450	2355	1520	217	229		_W----	1	0.026	0.0%
SK	EWR	OSL	763/M87	902/1450	2355	1520	201	206	1	_--T--S	2	0.052	0.1%
AF	JFK	OSL	SSC/735	1/1274	800	2115	201	229		MTWTFSS	28	0.725	1.1%
BA	JFK	OSL	747/757	114/762	1700	1050	201	201		_T-----	1	0.012	0.0%
BA	JFK	OSL	747/757	112/762	1800	1050	202	228	1	MTWTFSS	27	0.699	1.1%
NW	JFK	OSL	74M/737	8642/8543	1815	1145	201	226		M-WTFSS	22	0.266	0.4%
NW	JFK	OSL	747/737	8642/8543	1815	1145	201	215	1	_T-----	3	0.036	0.1%
KL	JFK	OSL	747/737	642/1143	1815	1145	227	228		M-----S	2	0.024	0.0%
KL	JFK	OSL	74M/737	642/1143	1815	1145	209	226		_WTFSS-	12	0.145	0.2%
KL	JFK	OSL	74M/737	642/1143	1815	1145	206	221	1	M-----S	6	0.073	0.1%

# New York City - Oslo Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
KL	JFK	OSL	747/737	642/1143	1815	1145	201	229	1	_T-----	4	0.048	0.1%
KL	JFK	OSL	74M/737	642/1143	1815	1145	201	205	1	---T-S-	2	0.024	0.0%
KL	JFK	OSL	74M/737	642/1143	1815	1145	201	204	1	--W-F--	2	0.024	0.0%
NW	JFK	OSL	747/737	8642/8543	1815	1145	228	229	1	MT--F--	1	0.012	0.0%
NW	JFK	OSL	747/737	8642/8543	1815	1145	222	227	1	-T----S	2	0.024	0.0%
BA	JFK	OSL	767/ER4	1502/1694	1830	1000	202	229	1	MTWTF-S	23	0.596	0.9%
SK	JFK	OSL	763/M90	3916/512	1855	1340	201	229	1	MTWTFSS	28	0.339	0.5%
SN	JFK	OSL	763/146	548/787	1905	1125	201	229	1	_---F--	4	0.104	0.2%
SN	JFK	OSL	763/733	548/787	1905	1125	201	229	1	MTWT--S	20	0.518	0.8%
DL	JFK	OSL	763/733	140/2767	1905	1125	206	229	1	MTWT--S	17	0.440	0.7%
DL	JFK	OSL	763/146	140/2767	1905	1125	204	229	1	_---F--	4	0.104	0.2%
DL	JFK	OSL	763/733	140/2767	1905	1125	201	204	1	MTWT--S	3	0.078	0.1%
DL	JFK	OSL	763/735	118/8466	1920	1155	204	229	1	_--TF--	7	0.181	0.3%
DL	JFK	OSL	763/735	118/8466	1920	1155	201	204	1	MTWTFSS	4	0.104	0.2%
DL	JFK	OSL	763/735	118/8466	1920	1155	207	229	1	MTW----	10	0.259	0.4%
DL	JFK	OSL	763/735	118/8466	1920	1155	205	229	1	_----SS	8	0.207	0.3%
DL	JFK	OSL	744/735	8267/8466	1950	1155	204	229	1	_--TF--	7	0.181	0.3%
DL	JFK	OSL	744/735	8267/8466	1950	1155	201	204	1	MTWTFSS	4	0.104	0.2%
DL	JFK	OSL	744/735	8267/8466	1950	1155	207	229	1	MTW----	10	0.259	0.4%
DL	JFK	OSL	744/735	8267/8466	1950	1155	205	229	1	_----SS	8	0.207	0.3%
FI	JFK	OSL	752/752	614/320	2000	1105	201	229	1	MTWTFSS	28	0.725	1.1%
BA	JFK	OSL	744/320	176/764	2030	1310	210	214	1	M--T--S	3	0.078	0.1%
BA	JFK	OSL	747/320	176/764	2030	1310	202	229	1	--W-F--	8	0.207	0.3%
BA	JFK	OSL	744/320	176/764	2030	1310	201	207	1	MT-T--S	4	0.104	0.2%
BA	JFK	OSL	744/320	176/764	2030	1310	217	229	1	MT-T--S	7	0.181	0.3%
BA	JFK	OSL	744/757	176/764	2030	1255	210	214	1	_----S-	1	0.026	0.0%
BA	JFK	OSL	744/757	176/764	2030	1255	201	207	1	_----S-	1	0.026	0.0%
BA	JFK	OSL	744/757	176/764	2030	1255	217	229	1	_----S-	2	0.052	0.1%
UA	JFK	OSL	763/M90	904/9380	2100	1340	217	229	1	_T-T---	3	0.078	0.1%
UA	JFK	OSL	763/M90	904/9380	2100	1340	216	229	1	M-W-FSS	10	0.259	0.4%
UA	JFK	OSL	763/M90	904/9380	2100	1340	201	215	1	-T-T---	5	0.130	0.2%

## New York City - Oslo Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
UA	JFK	OSL	763/M90	904/9380	2100	1340	201	214	1	M-W-FSS	10	0.259	0.4%
LH	JFK	OSL	747/M80	6371/6230	2115	1540	205	229	1	----S-	4	0.048	0.1%
LH	JFK	OSL	747/737	6371/6230	2115	1540	201	229	1	MTWTF-S	24	0.290	0.4%
LH	JFK	OSL	747/737	405/6230	2150	1540	222	229	1	_T----	1	0.012	0.0%
LH	JFK	OSL	747/737	405/6230	2150	1540	216	216	1	_-W----	1	0.012	0.0%
LH	JFK	OSL	747/737	405/6230	2150	1540	215	215	1	_T----	1	0.012	0.0%
LH	JFK	OSL	747/737	405/6230	2150	1540	209	209	1	_-W----	1	0.012	0.0%
LH	JFK	OSL	747/737	405/6230	2150	1540	208	208	1	_T----	1	0.012	0.0%
LH	JFK	OSL	747/737	405/6230	2150	1540	204	229	1	---F--	4	0.048	0.1%
LH	JFK	OSL	747/737	405/6230	2150	1540	202	202	1	_-W----	1	0.012	0.0%
LH	JFK	OSL	747/737	405/6230	2150	1540	201	229	1	M--T--S	12	0.145	0.2%
LH	JFK	OSL	747/737	405/6230	2150	1540	201	201	1	_T----	1	0.012	0.0%
LH	JFK	OSL	747/737	405/6230	2150	1540	223	229	1	_-W----	1	0.012	0.0%
BA	JFK	OSL	747/767	116/766	2215	1625	201	229	1	MTWT-SS	24	0.290	0.4%
BA	JFK	OSL	777/767	116/766	2215	1625	201	229	1	---F--	4	0.048	0.1%
DL	JFK	OSL	777/319	8271/8468	2300	1455	201	229	1	MTWTFSS	28	0.725	1.1%
NW	JFK	OSL	747/737	8644/8545	2315	1525	204	204	1	---F--	1	0.026	0.0%
NW	JFK	OSL	74M/737	8644/8545	2315	1525	201	229	1	MTWTFSS	28	0.725	1.1%
KL	JFK	OSL	747/737	644/1145	2315	1525	204	204	1	---F--	1	0.026	0.0%
KL	JFK	OSL	74M/737	644/1145	2315	1525	201	228	1	MTWTFSS	28	0.725	1.1%
SN	JFK	OSL	333/320	542/789	2325	1605	209	216	1	_WT---	3	0.078	0.1%
SN	JFK	OSL	342/320	542/789	2325	1605	205	215	1	MT---SS	8	0.207	0.3%
SN	JFK	OSL	342/320	542/789	2325	1605	201	203	1	MTWT-SS	3	0.078	0.1%
DL	JFK	OSL	342/320	2736/2955	2325	1605	217	229	1	MTWT-SS	10	0.259	0.4%
DL	JFK	OSL	333/320	2736/2955	2325	1605	209	216	1	_-W----	2	0.052	0.1%
DL	JFK	OSL	342/320	2736/2955	2325	1605	205	215	1	MT-T-SS	9	0.233	0.4%
DL	JFK	OSL	342/320	2736/2955	2325	1605	201	203	1	MTWT-SS	3	0.078	0.1%
SN	JFK	OSL	342/320	542/789	2325	1605	217	229	1	MTWT-SS	10	0.259	0.4%
Total												65.552	100.0%

Source: February 2000 OAG and **ga**<sup>2</sup> QSI model

# New York City - Stockholm Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept		Effective	Discontinue	Stops	Operated	Operations	QSI	QSI
					Time	Time						Value	Share
DL	JFK	ARN	763	46	1805	805	201	229	0	MTWTFSS	28	28.000	30.8%
AF	JFK	ARN	SSC/733	1/1262	800	2145	201	229	1	MTWTFSS	28	0.725	0.8%
BA	JFK	ARN	SSC/757	2/784	845	2220	201	229	1	MTWTFSS	28	0.725	0.8%
UA	JFK	ARN	742/319	3516/3676	1650	1155	214	229	1	M-----	3	0.036	0.0%
UA	JFK	ARN	742/320	3516/3676	1650	1155	211	229	1	_---F--	3	0.036	0.0%
UA	JFK	ARN	742/733	3516/3676	1650	1155	208	229	1	_TWT-SS	15	0.182	0.2%
UA	JFK	ARN	742/319	3516/3676	1650	1155	204	208	1	M---F--	2	0.024	0.0%
UA	JFK	ARN	742/733	3516/3676	1650	1155	202	207	1	_WT-SS	4	0.048	0.1%
UA	JFK	ARN	742/733	3516/3676	1650	1155	201	202	1	_T-T-SS	1	0.012	0.0%
LH	JFK	ARN	747/32S	401 /3008	1650	925	227	229	1	_----S	1	0.026	0.0%
LH	JFK	ARN	747/32S	401 /3008	1650	925	220	220	1	_----S	1	0.026	0.0%
LH	JFK	ARN	747/32S	401 /3008	1650	925	213	213	1	_----S	1	0.026	0.0%
LH	JFK	ARN	747/32S	401 /3008	1650	925	206	206	1	_----S	1	0.026	0.0%
LH	JFK	ARN	747/32S	401 /3008	1650	925	204	229	1	_---F--	4	0.104	0.1%
LH	JFK	ARN	747/32S	401 /3008	1650	925	202	229	1	_W----	4	0.104	0.1%
LH	JFK	ARN	747/32S	401 /3008	1650	925	201	229	1	MT----	8	0.207	0.2%
LH	JFK	ARN	747/737	401/3008	1650	925	203	229	1	---T-S-	8	0.207	0.2%
AZ	JFK	ARN	747/M82	605/7140	1750	1135	201	229	1	MTWTFSS	28	0.339	0.4%
AY	JFK	ARN	MI 1/M80	6/761	1755	930	201	229	1	M-WTFSS	24	0.622	0.7%
AA	JFK	ARN	M11/M80	6182/6187	1755	930	202	229	1	M-WTFSS	24	0.622	0.7%
NW	JFK	ARN	74M/737	8642/8409	1815	1205	201	226	1	M-WTFSS	22	0.266	0.3%
NW	JFK	ARN	747/737	8642/8409	1815	1205	201	215	1	_T----	3	0.036	0.0%
KL	JFK	ARN	747/737	642/1109	1815	1205	227	228	1	M-----S	2	0.024	0.0%
KL	JFK	ARN	74M/737	642/1109	1815	1205	209	226	1	_WTFS-	12	0.145	0.2%
KL	JFK	ARN	74M/737	642/1109	1815	1205	206	221	1	M-----S	6	0.073	0.1%
KL	JFK	ARN	747/737	642/1109	1815	1205	201	229	1	_T-----	4	0.048	0.1%
KL	JFK	ARN	74M/737	642/1109	1815	1205	201	205	1	---T-S-	2	0.024	0.0%
KL	JFK	ARN	74M/737	642/1109	1815	1205	201	204	1	--W-F--	2	0.024	0.0%
NW	JFK	ARN	747/737	8642/8409	1815	1205	228	229	1	MT--F--	1	0.012	0.0%
NW	JFK	ARN	747/737	8642/8409	1815	1205	222	227	1	-T----S	2	0.024	0.0%

# New York City - Stockholm Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept		Effective	Discontinue	stops	Operated		Operations	QSI	
					Time	Time				Days	Days		Value	Share
IB	JFK	ARN	747/72S	6250/6938	1820	1330	203	229	2	---FS-		8	0.019	0.0%
IB	JFK	ARN	340/72S	6250/6938	1820	1330	201	229	2	I-W----		4	0.010	0.0%
IB	JFK	ARN	74M/72S	6250/6938	1820	1330	201	229	2	M-BBS-		4	0.010	0.0%
SR	JFK	ARN	332/319	101/414	1825	1220	217	217	1	- - T -			0.012	0.0%
SR	JFK	ARN	332/319	101/414	1825	1220	210	210	1	--T---		1	0.012	0.0%
SR	JFK	ARN	332/319	101/414	1825	1220	205	219	1	M-w-s-		7	0.085	0.1%
SR	JFK	ARN	M11/319	101/414	1825	1220	202	202	1	- + / - -			0.012	0.0%
SR	JFK	ARN	M11/319	101/414	1825	1220	226	229	1	-T--F-S			0.012	0.0%
SR	JFK	ARN	M11/320	101/414	1825	1220	225	226	1	---F--			0.012	0.0%
SR	JFK	ARN	M11/319	101/414	1825	1220	201	225	1	T--F-S		11	0.133	0.1%
SR	JFK	ARN	M11/319	101/414	1825	1220	201	203	1	M - T -			0.012	0.0%
DL	JFK	ARN	M11/319	101/2684	1825	1220	226	229	1	-T----S		1	0.012	0.0%
DL	JFK	ARN	M11/320	101/2684	1825	1220	225	226	1	---F--			0.012	0.0%
DL	JFK	ARN	M11/319	101/2684	1825	1220	225	225	1	T--F-S			0.012	0.0%
DL	JFK	ARN	332/319	101/2684	1825	1220	226	229	1	M-WT-S-		2	0.024	0.0%
DL	JFK	ARN	332/319	101/2684	1825	1220	224	225	1	M-WT-S-			0.012	0.0%
DL	JFK	ARN	M11/319	101/2684	1825	1220	221	223	1	MTW----		3	0.036	0.0%
DL	JFK	ARN	M11/319	101/2684	1825	1220	206	220	1	-T--F-S		7	0.085	0.1%
DL	JFK	ARN	332/319	101/2684	1825	1220	205	219	1	M-WT-S-		9	0.109	0.1%
DL	JFK	ARN	M11/319	101/2684	1825	1220	204	204	1	---F--			0.012	0.0%
DL	JFK	ARN	M11/319	101/2684	1825	1220	201	203	1	MTWTF-S		3	0.036	0.0%
SR	JFK	ARN	332/319	101/414	1825	1220	226	229	1	--w--s-			0.012	0.0%
SR	JFK	ARN	332/319	101/414	1825	1220	226	229	1	M - T -			0.012	0.0%
SR	JFK	ARN	332/319	101/414	1825	1220	224	225	1	M - T -			0.012	0.0%
SR	JFK	ARN	M11/319	101/414	1825	1220	223	223	1	-W----			0.012	0.0%
SR	JFK	ARN	M11/319	101/414	1825	1220	221	221	1	M-----		1	0.012	0.0%
UA	JFK	ARN	763/M81	956/9376	1855	1245	201	229	1	---FS-		8	0.097	0.1%
UA	JFK	ARN	763/M90	956/9376	1855	1245	201	229	1	MTWT--S		20	0.242	0.3%
SK	JFK	ARN	763/M81	3916/526	1855	1245	201	229	1	---FS-		8	0.097	0.1%
SK	JFK	ARN	763/M90	3916/526	1855	1245	201	229	1	MTWT--S		20	0.242	0.3%

**New York City - Stockholm Quality of Service (QSI)  
February 2000**

Airline	Depart	Arrive	Equipment	Flight	Dept		Arrive	Effective	Discontinue	Stops	Operated	Operations	QSI	QSI
					Time	Time	Date	Date	Days		Value		Share	
SN	JFK	ARN	763/321	548/769	1905	1215	201	229	1	MTWT--S	20	0.518	0.6%	
SN	JFK	ARN	763/733	548/769	1905	1210	205	229	1	_----S-	4	0.104	0.1%	
DL	JFK	ARN	763/733	140/2959	1905	1210	205	229	1	_----S-	4	0.104	0.1%	
IB	JFK	ARN	D10/M87	6282/6938	1915	1330	201	229	1	M-W-FS-	16	0.194	0.2%	
DL	JFK	ARN	763/735	118/8480	1920	1355	201	229	1	MTWTFSS	28	0.339	0.4%	
DL	JFK	ARN	744/735	8267/8480	1950	1355	201	229	1	MTWTFSS	28	0.339	0.4%	
FI	JFK	ARN	752/752	614/306	2000	1140	201	229	1	MTWTFSS	28	0.725	0.8%	
LH	JFK	ARN	747/M90	6371/6226	2115	1440	201	229	1	MTWTFSS	28	0.725	0.8%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	222	229	1	_T-----	1	0.026	0.0%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	216	216	1	_-W----	1	0.026	0.0%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	215	215	1	_T-----	1	0.026	0.0%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	209	209	1	_-W----	1	0.026	0.0%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	208	208	1	_T-----	1	0.026	0.0%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	204	229	1	_---F--	4	0.104	0.1%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	202	202	1	_-W----	1	0.026	0.0%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	201	229	1	M--T--S	12	0.311	0.3%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	201	201	1	_T-----	1	0.026	0.0%	
LH	JFK	ARN	747/M90	405/6226	2150	1440	223	229	1	_-W----	1	0.026	0.0%	
NW	JFK	ARN	747/737	8644/8413	2315	1525	204	204	1	_---F--	1	0.026	0.0%	
NW	JFK	ARN	74M/737	8644/8413	2315	1525	201	229	1	MTWTFSS	28	0.725	0.8%	
KL	JFK	ARN	747/737	644/1113	2315	1525	204	204	1	_---F--	1	0.026	0.0%	
KL	JFK	ARN	74M/737	644/1113	2315	1525	201	228	1	MTWTFSS	28	0.725	0.8%	
SN	JFK	ARN	333/735	542/763	2325	1715	209	216	1	_--WT---	3	0.036	0.0%	
SN	JFK	ARN	342/735	542/763	2325	1715	205	215	1	MT---SS	8	0.097	0.1%	
SN	JFK	ARN	342/735	542/763	2325	1715	201	203	1	MTWT-SS	3	0.036	0.0%	
DL	JFK	ARN	342/735	2736/2763	2325	1715	217	229	1	MTWT-SS	10	0.121	0.1%	
DL	JFK	ARN	333/735	2736/2763	2325	1715	209	216	1	_-W----	2	0.024	0.0%	
DL	JFK	ARN	342/735	2736/2763	2325	1715	205	215	1	MT-T-SS	9	0.109	0.1%	
DL	JFK	ARN	342/735	2736/2763	2325	1715	201	203	1	MTWT-SS	3	0.036	0.0%	
SN	JFK	ARN	342/735	542/763	2325	1715	217	229	1	MTWT-SS	10	0.121	0.1%	

# New York City - Stockholm Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept		Arrive	Effective	Discontinue	Stops	Operated		QSI	QSI
					Time	Time	Date	Date	Days		Operations	Value	Share	
SK	EWR	ARN	763	904	1745	740	201	229	0	MTWTFSS	28	28.000	30.8%	
UA	EWR	ARN	763	9368	1745	740	201	229	0	MTWTFSS	28	14.000	15.4%	
AC	EWR	ARN	737/7 67	5945/9334	1315	750	201	215	1	MTWTFSS	15	0.182	0.2%	
AC	EWR	ARN	319/767	5945/9334	1315	750	216	229	1	MTWTFSS	13	0.157	0.2%	
AA	EWR	ARN	100/763	1775/80	1413	750	201	229	1	MTWTFSS	28	0.339	0.4%	
SN	EWR	ARN	333/733	538/761	1635	1015	227	229	1	MTWT--S	2	0.024	0.0%	
SN	EWR	ARN	333/732	538/761	1635	1015	224	225	1	--T---	1	0.012	0.0%	
SN	EWR	ARN	333/733	538/761	1635	1015	214	224	1	MTWT--S	9	0.109	0.1%	
SN	EWR	ARN	333/735	538/761	1635	1015	213	214	1	-----S	1	0.012	0.0%	
SN	EWR	ARN	333/735	538/761	1635	1015	212	229	1	---F--	2	0.024	0.0%	
SN	EWR	ARN	332/735	538/761	1635	1015	211	211	1	---F--	1	0.012	0.0%	
SN	EWR	ARN	333/733	538/761	1635	1015	201	210	1	MTWT--S	8	0.097	0.1%	
SN	EWR	ARN	333/735	538/761	1635	1015	201	210	1	---F--	1	0.012	0.0%	
DL	EWR	ARN	333/7 33	2884/2713	1635	1015	206	229	1	MTWT--S	17	0.206	0.2%	
DL	EWR	ARN	333/7 35	2884/2713	1635	1015	204	229	1	---F--	4	0.048	0.1%	
DL	EWR	ARN	333/733	2884/2713	1635	1015	201	204	1	MTWT--S	3	0.036	0.0%	
AF	EWR	ARN	744/735	3/1762	1705	1005	201	229	1	MTWTFSS	28	0.339	0.4%	
c o	EWR	ARN	744/735	80/9700	1705	1005	201	229	1	MTWTFSS	28	0.339	0.4%	
UA	EWR	ARN	343/3 19	3514/3676	1750	1155	214	219	1	M-----	1	0.012	0.0%	
UA	EWR	ARN	343/320	3514/3676	1750	1155	211	219	1	---F--	2	0.024	0.0%	
UA	EWR	ARN	343/733	3514/3676	1750	1155	208	219	1	_TWT-SS	9	0.109	0.1%	
LH	EWR	ARN	340/737	403/3092	1750	1155	208	211	1	_TWT-SS	3	0.036	0.0%	
LH	EWR	ARN	340/737	403/3092	1750	1155	212	219	1	_TWT-SS	6	0.073	0.1%	
LH	EWR	ARN	340/32S	403/3092	1750	1155	208	219	1	M---F--	3	0.036	0.0%	
LH	EWR	ARN	747/737	403/3092	1800	1155	223	229	1	_-W----	1	0.012	0.0%	
LH	EWR	ARN	747/32S	403/3092	1800	1155	221	221	1	M-----	1	0.012	0.0%	
LH	EWR	ARN	747/737	403/3092	1800	1155	220	229	1	_T-T-SS	5	0.061	0.1%	
LH	EWR	ARN	747/737	403/3092	1800	1155	205	206	1	-----SS	2	0.024	0.0%	
LH	EWR	ARN	747/32S	403/3092	1800	1155	204	207	1	M---F--	2	0.024	0.0%	
LH	EWR	ARN	340/737	403/3092	1800	1155	201	203	1	_TWT-SS	3	0.036	0.0%	

# **New York City - Stockholm Quality of Service (QSI) February 2000**

Airline	Depart	Arrive	Equipment	Flight	Dept	Arrive	Effective	Discontinue	Stops	Operated	Operations	QSI	QSI
					Time	Time	Date	Date		Days		Value	Share
UA	EWR	ARN	742/319	3514/3676	1800	1155	220	229	1	M-----	2	0.024	0.0%
UA	EWR	ARN	742/320	3514/3676	1800	1155	220	229	1	----F--	1	0.012	0.0%
UA	EWR	ARN	742/733	3514/3676	1800	1155	220	229	1	_TWT-SS	6	0.073	0.1%
UA	EWR	ARN	742/319	3514/3676	1800	1155	204	207	1	M---F--	2	0.024	0.0%
UA	EWR	ARN	742/733	3514/3676	1800	1155	203	207	1	--T-SS	3	0.036	0.0%
UA	EWR	ARN	343/733	3514/3676	1800	1155	202	202	1	--w--s-	1	0.012	0.0%
UA	EWR	ARN	343/733	3514/3676	1800	1155	201	202	1	-T---S-	1	0.012	0.0%
LH	EWR	ARN	747/32S	403/3092	1800	1155	228	229	1	M-----	1	0.012	0.0%
LH	EWR	ARN	747/32S	403/3092	1800	1155	225	229	1	----F--	1	0.012	0.0%
AZ	EWR	ARN	777/M82	601/7140	1805	1135	201	229	1	MTWTFSS	28	0.339	0.4%
SK	EWR	ARN	763/M81	912/404	1815	1040	201	229	1	MTW-FSS	24	0.622	0.7%
SK	EWR	ARN	763/M81	912/404	1815	1040	201	229	1	--T---	4	0.104	0.1%
AC	EWR	ARN	767/M80	9326/9369	1815	1040	201	229	1	MTWTFSS	28	0.725	0.8%
NW	EWR	ARN	D10/737	58/8409	1820	1205	201	229	1	MTWTFSS	28	0.339	0.4%
KL	EWR	ARN	D10/737	6058/1109	1820	1205	201	229	1	MTWTFSS	28	0.339	0.4%
BA	EWR	ARN	777/757	184/776	1840	1255	211	218	1	----FS-	3	0.036	0.0%
BA	EWR	ARN	777/757	184/776	1840	1255	202	210	1	----FS-	2	0.024	0.0%
BA	EWR	ARN	777/757	184/776	1840	1255	219	229	1	----FS-	3	0.036	0.0%
SK	EWR	ARN	763/M87	908/486	1920	1010	201	229	1	----S-	4	0.104	0.1%
SK	EWR	ARN	763/M81	908/486	1920	1010	227	229	1	MTWTF-S	2	0.052	0.1%
UA	EWR	ARN	777/M81	906/9376	1940	1245	201	229	1	----FS-	8	0.097	0.1%
UA	EWR	ARN	777/M90	906/9376	1940	1245	201	229	1	MTWT--S	20	0.242	0.3%
c o	EWR	ARN	777/735	56/9767	2020	1355	201	229	1	MTWTFSS	28	0.339	0.4%
AF	EWR	ARN	777/735	17/2262	2020	1355	201	229	1	MTWTFSS	28	0.339	0.4%
BA	EWR	ARN	777/757	188/778	2035	1355	201	229	1	MTWTFSS	28	0.339	0.4%
SR	EWR	ARN	332/320	105/420	2335	1630	213	229	1	MTWT--S	12	0.145	0.2%
SR	EWR	ARN	332/319	105/420	2335	1630	209	211	1	_-WT---	2	0.024	0.0%
SR	EWR	ARN	332/319	105/420	2335	1630	201	227	1	----FS-	8	0.097	0.1%
SR	EWR	ARN	332/320	105/420	2335	1630	201	209	1	MTWT--S	7	0.085	0.1%
DL	EWR	ARN	332/319	2665/2694	2335	1630	204	205	1	----F--	1	0.012	0.0%



# New York City - Stockholm Quality of Service (QSI) February 2000

Airline	Depart	Arrive	Equipment	Flight	Dept	Arrive	Effective	Discontinue	stops	Operated	Operations	QSI	QSI
					Time	Time	Date	Date		Days		Value	Share
DL	EWR	ARN	332/320	2665/2694	2335	1630	201	204	1	MTWT--S	3	0.036	0.0%
DL	EWR	ARN	332/319	2665/2694	2335	1630	212	227	1	_----S-	3	0.036	0.0%
DL	EWR	ARN	332/319	2665/2694	2335	1630	211	226	1	---F--	3	0.036	0.0%
DL	EWR	ARN	332/319	2665/2694	2335	1630	209	211	1	;-W-i--	2	0.024	0.0%
DL	EWR	ARN	332/320	2665/2694	2335	1630	206	209	1	MT----S	3	0.036	0.0%
DL	EWR	ARN	332/319	2665/2694	2335	1630	205	206	1	_----S-		0.012	0.0%
DL	EWR	ARN	332/320	2665/2694	2335	1630	213	229	1	MTWT--S	12	0.145	0.2%
SK	EWR	ARN	763/M81	902/1406	2355	1545	228	229	1	Mm--mm-	1	0.026	0.0%
SK	EWR	ARN	763/M81	902/1406	2355	1545	213	229	1	---T--S	5	0.130	0.1%
SK	EWR	ARN	763/M81	902/1406	2355	1545	210	210	1	--T---		0.026	0.0%
SK	EWR	ARN	763/M81	902/1406	2355	1545	204	229	1	---F--	4	0.104	0.1%
SK	EWR	ARN	763/M81	902/1406	2355	1545	201	229	1	_--W----	4	0.104	0.1%
SK	EWR	ARN	763/M81	902/1406	2355	1545	201	206	1	---T--S	2	0.052	0.1%
UA	EWR	ARN	763/M81	9366/9330	2355	1525	201	203	1	_--T--S		0.026	0.0%
SK	EWR	ARN	763/M81	902/414	2355	1525	228	229	1	M-----	1	0.026	0.0%
SK	EWR	ARN	763/M81	902/414	2355	1525	213	229	1	---T--S	5	0.130	0.1%
SK	EWR	ARN	763/M81	902/414	2355	1525	210	210	1	--T---		0.026	0.0%
SK	EWR	ARN	763/D94	902/414	2355	1525	204	229	1	---F--	4	0.104	0.1%
SK	EWR	ARN	763/M81	902/414	2355	1525	201	229	1	I - W - -	4	0.104	0.1%
SK	EWR	ARN	763/M81	902/414	2355	1525	201	206	1	- T - S	2	0.052	0.1%
UA	EWR	ARN	763/M81	9366/9330	2355	1525	228	229	1	M-W----		0.026	0.0%
UA	EWR	ARN	763/M81	9366/9330	2355	1525	213	227	1	---T--S	5	0.130	0.1%
UA	EWR	ARN	763/M81	9366/9330	2355	1525	211	225	1	_--W----	2	0.052	0.1%
UA	EWR	ARN	763/D94	9366/9330	2355	1525	211	225	1	---F--	3	0.078	0.1%
UA	EWR	ARN	763/M81	9366/9330	2355	1525	210	210	1	--T---		0.026	0.0%
UA	EWR	ARN	763/M81	9366/9330	2355	1525	209	209	1	_--W----		0.026	0.0%
UA	EWR	ARN	763/M81	9366/9330	2355	1525	206	206	1	_----S		0.026	0.0%
UA	EWR	ARN	763/D94	9366/9330	2355	1525	204	204	1	---F--		0.026	0.0%
UA	EWR	ARN	763/M81	9366/9330	2355	1525	202	202	1	_--W----		0.026	0.0%
SK	EWR	ARN	763/736	902/428	2355	1520	228	229	1	M-----		0.026	0.0%

# New York City - Stockholm Quality of Service (QSI) February 2000

## New York - Copenhagen/Oslo/Stockholm Quality of Service (QSI) Data Base

Exhibit JA - 33  
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Airline	Depart	Arrive	Equipment	Flight	Dept Time	Arrive Time	Effective Date	Discontinue Date	Stops	Operated Days	Operations	QSI Value	QSI Share
SK	EWR	ARN	763/736	902/428	2355	1520	213	229	1	--T--S	5	0.130	0.1%
SK	EWR	ARN	763/736	902/428	2355	1520	210	210	1	--T---	1	0.026	0.0%
SK	EWR	ARN	763/736	902/428	2355	1520	206	229	1	--W----	3	0.078	0.1%
SK	EWR	ARN	763/736	902/428	2355	1520	201	203	1	--W----	1	0.026	0.0%
SK	EWR	ARN	763/736	902/428	2355	1520	206	206	1	--T--S	1	0.026	0.0%
SK	EWR	ARN	763/736	902/428	2355	1520	201	203	1	--T--S	1	0.026	0.0%
Total												90.990	100.0%

Source: February 2000 OAG and ga<sup>2</sup> QSI model

### Market Share Calculation Methodology

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Market Shares have been calculated using generally accepted standard Quality of Service Index (QSI) Methodology as originally developed by the U.S. Department of Transportation. The computer model used to generate market services from schedules, related market shares and QSI's is called PLANET. Planet assigns various formula and **weightings** to various component values of the published airline schedule. The major calculations are predicated on the following:

SERVICE:	<u>Operating Carrier</u>	<u>Code Share Partner</u>
Non Stop	1	0.5
Single Plane One-Stop	0.1512	0.0756
Single Plane Connection	0.0259	0.0259

## CERTIFICATE OF SERVICE

I hereby **certify** that on this 13<sup>th</sup> day of April 2000, a copy of the foregoing Joint Application of Scandinavian Airlines System and Icelandair was served by first class mail, postage prepaid, upon the following:

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